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* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WHILE THE bulk of the provisions of the new Vaccination Act, 1898, do not come into force until the 1st of January next, the much-debated "conscience clause" is expressly made to operate from the 12th inst., on which day the Act received the Royal Assent. The present law, therefore, is that no penalty can be imposed for the neglect to have a child vaccinated if the parent or other person responsible, within four months from the birth of the child, "satisfies two justices or a stipendiary or metropolitan police magistrate in petty sessions that he conscientiously believes that vaccination would be prejudicial to the health of the child," and within seven days thereafter delivers to the vaccination officer a certificate by the justices or magistrate of such conscientious objection. Experience will show whether magistrates will be easily "satisfied" as to this very important matter; it does not appear that they can have any evidence to act upon except the *ipse dixit* of the conscientious objector, tested perhaps by something in the nature of cross-examination from the bench. It is to be noticed, however, that the objection must be that the operation will be prejudicial to health in the particular case; no mere general objection to vaccination or to the compulsory system, and no elevated ideas of the liberty of the subject, will suffice. As to children born before the passing of the Act, the Legislature has made special provision: in such cases the four months' period is to run from the 12th inst., and not from the date of the birth. One consequence of the Act, of course, is that no proceedings for penalties under the Vaccination Acts can be taken in respect of any child until the four months' period has expired, for until then there will have been no default in complying with the Acts.

THE DECISION OF KEKEWICH, J., in the case of *Re Furber* (reported *ante*, p. 718), sets at rest any doubt upon the question whether a mortgagee's solicitor is entitled to charge the scale fee for negotiating a mortgage when the proposed security does not consist exclusively of "freehold, copyhold, or leasehold property." The solicitor in the case in question, who was acting also for the mortgagor, and negotiated advances from some of his other clients upon the security of the mortgagor's reversionary interest in certain property consisting principally of personality and a fund in court. The solicitor charged for

the negotiation according to the scale; but upon taxation the taxing-master disallowed the charges, being of opinion that the following words in Schedule L, Part I., of the General Order under the Solicitors Remuneration Act, 1881—namely, "Mortgagee's solicitor for negotiating loan," were by the context restricted to loans upon "freehold, copyhold, or leasehold property." Upon a summons by the solicitor to review the taxing-master's certificate, KEKEWICH, J., dissented from the taxing-master's view, and decided that the solicitor was entitled to charge the scale fee for negotiating the loans notwithstanding that the mortgages were not exclusively of "freehold, copyhold, or leasehold property." This decision of the court, so far as it goes, confirms the opinion of the Council of the Incorporated Law Society, expressed during recent years, that the negotiating scales apply to all descriptions of property, including, for instance, besides reversionary interests in personality, life policies, rates, stock-in-trade, goodwill, patents, ships, &c., but excepting vendor's charges under the Lands Clauses Consolidation Act or any other private or public Act under which the same are paid by the purchaser.

SECTION 22 of the Patents Act, 1883, which provides a remedy for cases where patents are taken out and not worked in this country, has been at length put in operation. By the section it is enacted that if, on the petition of any person interested, it is proved to the Board of Trade that, by reason of the default of a patentee to grant licences on reasonable terms, (a) the patent is not being worked in the United Kingdom, or (b) the reasonable requirements of the public with respect to the invention cannot be supplied, or (c) any person is prevented from working or using to the best advantage an invention of which he is possessed, the Board of Trade may order the patentees to grant licences on such terms as to royalties or otherwise as the board may think just. Hitherto the difficulty of putting this section in force has made it inoperative. Previously to this year there were only four applications under it and none of these were proceeded with. An application has now been made to the Board of Trade by Messrs. LEVINSTEIN, of Manchester, who are the possessors of inventions for the manufacture of dye stuffs. The use of these inventions depends upon materials the patents for which have been taken out by German manufacturers in this country, though they are not worked here. Messrs. LEVINSTEIN accordingly have proceeded under clause (c) of the above section and have obtained an order requiring the patentees to grant them a licence to use the patented inventions. A curious feature in the matter is that in Germany the inventions are, it is stated, free, one of the patents having been refused in that country and the other revoked for want of novelty. It is also stated that the present inquiry lasted eleven days, at a total expense to all parties of not less than £4,000. It is doubtful, therefore, whether the experiment of proceeding under the section will be repeated. It has been for some time realized that a shorter and more efficacious mode of dealing with patents which are being kept dormant is required. In France a patentee is liable to have his patent revoked if he does not use it for two years after it has been granted, and in Germany he is under a similar liability after three years. A provision of this kind ought to be substituted for section 22.

THE REPORT just issued by the Board of Trade on bankruptcy in 1897 contains some satisfactory figures. Both in the number of receiving orders and in the total amount of liabilities there has been a steady annual decrease since 1893. In that year the receiving orders were 4,874, and the aggregate liabilities £7,492,367; the corresponding numbers for 1897 were 4,074 and £5,678,498. As compared with 1896 there is also a remarkable increase in the value of the assets. While for 1896 and 1897 the total liabilities were respectively £5,902,138 and, as just mentioned, £5,678,498, the value of the assets was £2,334,251 and £2,756,079—an increase of £421,828. There has been a similar decrease in the number of deeds of arrangement and in the aggregate liabilities under such deeds. The failures in which the unsecured liabilities exceeded £20,000 were thirty-two in number. Of these nine are classed as ordinary trading cases, eighteen as due to financial and specula-

tive enterprise, and two to extravagance and gambling. The liabilities in the ordinary trading cases were swollen by a well-known banking failure in the south of England. The speculative cases shew a total liability of nearly a million pounds. With reference to these Mr. JOHN SMITH, the Inspector-General in Bankruptcy, calls attention to the hopelessly sanguine view which the debtors take of the value of their assets, these consisting as a rule of "unworkable concessions or unsaleable shares in abortive companies." The debtors' estimates of value were upwards of £600,000, whilst the probable results of realization will not exceed £86,000. Seeing that one such debtor estimated his assets at over £400,000, and the bankruptcy officials estimate them at *nil*, this disparity is readily accounted for. In reference to deeds of arrangement, the report refers to the circumstance that no security is required from trustees under such deeds, nor is there any provision corresponding to that of section 85 of the Bankruptcy Act, 1883, under which the trustee vacates his office upon a receiving order being made against him. As a result it is stated that creditors suffer loss through the defalcation of trustees, and, when bankruptcy supervenes, they are helpless unless they take steps to have the defaulting trustee removed. Moreover, no machinery exists for enabling trustees under deeds of arrangement to pay over unclaimed dividends to the bankruptcy department, and so secure a complete discharge from their trust.

THE BANKRUPTCY report also calls attention to the remarkable discrepancy which exists between the total number of adjudications and the number of bankrupts who obtain their discharge. The adjudications under the Act of 1883 down to the end of 1897 amount to 59,903, while the applications for discharge have been only 13,568. As these applications include the cases where the discharge has been refused or suspended for periods which are still current, it is obvious that, after making allowance for deaths and for cases in which the adjudication has been annulled, there must, at the present time, be a vast number of undischarged bankrupts. Many of these are carrying on business under their own or under assumed names. It has been suggested that in order to protect the trading community all undischarged bankrupts should be required to attend once a year at their respective courts to be examined as to their dealings in the previous year. But this would be a measure of great hardship, and, as the report points out, the Legislature would not be likely to favour it. The danger incident to trading by undischarged bankrupts is probably more fancied than real, and there is already in existence the provision of section 31 of the Bankruptcy Act, 1883, which makes it a misdemeanour for an undischarged bankrupt to obtain credit to the extent of £20 without giving notice of his circumstances. So far as title to property acquired after the bankruptcy is concerned, the safety of persons dealing with the bankrupt is secured by the doctrine of *Cohen v. Mitchell* (38 W. R. 551, 25 Q. B. D. 262). Until the trustee intervenes any disposition of personal property, including leaseholds (*Re Clayton and Barclay's Contract*, 43 W. R. 549; 1895, 2 Ch. 212), which the bankrupt has acquired since the bankruptcy, in favour of a person dealing *bona fide* and for value, although such person has knowledge of the bankruptcy, is valid. A doubt has been suggested whether this applies to dealings not incident to the carrying on of a business by the bankrupt; and, although *Cohen v. Mitchell* does not seem to furnish any ground for the doubt, the Board of Trade are anxious to have the question raised. An opportunity for so doing had apparently occurred in a case where a bankrupt had sold a share devolving upon him under an intestacy, and it was decided to contest the purchaser's claim. Upon the issue of the writ, however, the claim was withdrawn, and the bankrupt's share became available for his creditors. The share, it seems, had been sold at an under-value, and probably this accounts for the early termination of the proceedings. But the department look forward to another opportunity of testing the generality of the doctrine of *Cohen v. Mitchell*.

A COMPLETE answer might be found (says a correspondent) to the charge of the law's delay in the proceedings in an action

of *Deighton v. Liverpool Reversionary Co. (Limited)*, heard before BYRNE, J., on the 29th ult. The action was brought by the vendor for specific performance of a contract to purchase a reversionary interest in a legacy of £1,000. The writ was issued in the Liverpool District Registry on Wednesday, the 27th of July, and the action came on for hearing, and the final order was made by BYRNE, J., on the 29th of July. There was an admitted statement of facts on which a question of some interest with respect to the rights of transferees of mortgages was brought for the decision of the court. The facts were that W. by a deed dated the 24th of November, 1897, mortgaged his reversionary interest in a legacy of £1,000 to two mortgagees, A. and H. On the 1st of January, 1898, he assigned his equity of redemption to D., the plaintiff in the action, the deed of assignment containing express provisions that D. should not in any way be personally liable to W. or his representatives for any money charged on the reversionary interest. On the 1st of April, 1898, D. took a transfer from A. and H. of their mortgage, the interest on this, due on the 25th of March, then being six days in arrear. In June D., claiming to have the right to exercise the statutory power of sale by virtue of the mortgage, contracted to sell the property mortgaged to the defendants. This contract the defendants refused to carry out, on the ground, first, that D. being the owner of the equity of redemption, the mortgage had merged upon his taking a transfer, and therefore that the power of sale was no longer kept alive; or secondly, even assuming that the mortgage was kept alive and with it the mortgagees' various remedies, yet that the power of sale had not arisen, inasmuch as when the same person became debtor and creditor it could not be said that interest was any longer due, and so interest could not be in arrear and unpaid within the meaning of section 20 of the Conveyancing Act, 1881, so as to give the right to exercise the power of sale. At the hearing, having regard to the cases of *Thorne v. Cann* (1895, A. C. 11), and *Liquidation Estates, &c., Co. v. Willoughby* (1898, A. C. 321), it was conceded that the mortgage and the power of sale were kept alive in the holder of the equity of redemption by his taking the transfer, and reliance was placed on behalf of the purchaser on the second point. BYRNE, J., however, held that the interest, which was six days in arrear at the date of the transfer on the 1st of April, became more and more in arrear as time went on, and that therefore in June it was two months in arrear and unpaid, and that the mortgagee could therefore exercise his power of sale under the provisions of the 20th section of the Conveyancing Act, 1881.

THE JULY number of the Journal of the Royal United Service Institution contains the lecture on recent changes in the rights and duties of belligerents and neutrals delivered at the institutions last May by Master MACDONELL. The lecture was arranged for before the outbreak of the recent war, but it was given at a time when that outbreak had made the subject one of keen interest. As a matter of fact neutrals have not been affected in the way that was anticipated, and the war will probably be found to have left international law pretty much as it found it. But the interest of the lecture does not depend upon any such transitory considerations. Master MACDONELL takes a bold line at the start by calling attention to the change which has resulted from the disappearance of the "law of nature." In former days jurists thought they had in this law an infallible authority. Their faith is an exploded superstition. The law of nature was a creature of their own imagination. "Learned men," says the lecturer, "seemed to project their voices some distance from themselves, and their voices came back to them as the utterance of the law of nature." Something more tangible was found in the Roman law, but as an engine of modern development this also must now be admitted to be useless. The result is that much which is to be found in the authorities on international law is obsolete. It belongs to circumstances and to modes of thought which have vanished. International law, says Master MACDONELL, though it has no recognized organ or mouthpiece, "advances—sometimes rapidly; never more rapidly than to-day. By few expounders of international law is sufficient notice taken of this element of change. And so there is an international law known to soldiers, diplomats, and men of affairs, and another partly obsolete, but still taught in books."

TURNING to specific changes of recent times, Master MACDONELL gives some valuable information as to the provisions of the Declaration of Paris. It is interesting to note NELSON's opinion of privateering, which he quotes. "The conduct of all privateers is, as far as I have seen, so near piracy that I only wonder any civilized nation can allow them." Now that belligerents not bound by the declaration have shewn no disposition to depart from it, it may be anticipated that privateering will never be revived. More controversy exists with regard to the protection of enemies' goods in neutral bottoms, and Master MACDONELL is by no means confident as to the result in a future war in which this country may be engaged of her abandonment of the right of capturing enemies' goods wherever found which she had previously maintained. The fact is that the opinion or interest of civilized nations generally has compelled the adoption of the half-way principle, "free ships, free goods," but it is not advanced enough to go as far as British interests and humanity alike require, and to declare all private property at sea free however carried. And according to Master MACDONELL there is no chance of this result being reached. "Exemption from capture at sea," he says, "is probably for a long time to come out of the question. Such exemption would be in war to the supreme advantage of England, which stands to lose so much. It would, therefore, be to the disadvantage of our opponents. We cannot hope that other nations, knowing our weak spot, will relinquish this right." It is unfortunate, after all, that there is no longer a law of nature to which we can appeal against the dictates of self-interest.

THE WIFE of a Lord of Appeal in Ordinary, by Royal Warrant dated the 22nd of December, 1876, "so long as she continued his wife or remained his widow," obtained the style, rank, and precedence of a baroness. But the warrant expressly provided that nothing therein contained should be deemed or construed to authorize or permit any of the children of a Lord of Appeal in Ordinary to assume or use the prefix of "Honourable," or to be entitled to the style, rank, or precedence of the children of a baron. This last-mentioned provision is revoked by a Royal Warrant, dated the 30th of March last, but only published in last Tuesday's *London Gazette*, which confers on the children of all Lords of Appeal in Ordinary, past, present, and future, appointed and created Lords of Parliament for life, the style and title enjoyed by the children of hereditary barons, with rank and precedence next to and immediately after the younger children of hereditary barons now created or hereafter to be created, and immediately before all baronets. The Society of the Baronetage are up in arms against this grant of precedence, which they allege to be in contravention of the decree of James I. dated the 28th of May, 1612. It will be interesting to see what steps, beyond a petition to the Crown, they will adopt to test this momentous question.

THE LIABILITIES OF CARRIAGE OWNERS.

An important decision was given last week by the Lord Chief Justice in a case of *Jones & Sons v. Scullard* (reported elsewhere), dealing with the respective liabilities of the owner of a carriage and of the livery stable keeper who supplied him with a man to drive it, for the negligence of such driver.

On Jubilee Day, the 22nd of June, 1897, the defendant's brougham ran into, and did damage to, the plaintiffs' shop in Holloway-road, London. The horse between the shafts of the brougham belonged to the defendant, and so did the harness, but the coachman on the box, though wearing the defendant's livery, had been hired by him from a livery stable keeper. Under the contract with the livery stable keeper the man had driven the defendant's carriage for some months continuously, but he had only driven the horse which was in the shafts on the day of the accident, and which was, in point of fact, fresh from the country, some two or three times. Various acts of negligence were alleged, some of them relating to the manner in which the horse was harnessed, and it was proved that at the time of the accident the coachman had lost control of the

horse. The jury found that the coachman was guilty of negligence. But in addition to denying the negligence, the defendant had pleaded that the coachman was not his servant, and it was, by agreement between the parties, left to his lordship to decide this question. His lordship decided that the coachman was the defendant's servant, and that the defendant was therefore liable to the plaintiff for the damage done.

Cases of this kind often give rise to some difficulty, and there has been some conflict of opinion among the judges. The point at which the liability of the livery stable keeper ends and that of the hirer begins is not always easy to ascertain. The present case seems well beyond this dividing line. The Lord Chief Justice, in his judgment, dwelt upon the circumstances that the hirer evinced approval of the coachman by continuing to accept his services; that the horse and harness belonged to the hirer, and that the coachman had only had the opportunity of driving the horse and learning its peculiarities two or three times before.

The principles are clear and well established. It is in the application of them to each set of circumstances that the difficulty arises. The liability depends, not on the ownership or use of the carriage, but upon the relation of master and servant. Thus a man who hires a cab is not liable for the negligence of the cabman, nor is a man who hires an equipage for the day, week, or month liable for the negligence of the driver. Similarly it has been held that the man who hires horses and coachman for his own carriage is free from liability. In this respect a distinction has been established between fixed and moveable property. A man is bound to see that his fixed property is so used and managed that other persons are not injured, but in the case of moveable property it is otherwise for reasons too obvious to need indicating. A man who has sent his gun to a shop to be repaired cannot, for example, be held responsible for the negligence of a shop-boy who, on his way from the shop to deliver the gun, fires it off and injures a passer-by. The liability, in fact, depends upon the principle that a master is liable for the negligent acts of his servant done in the course of his employment, and upon the further principle that a servant, though in the general employment of one person, may yet be considered, for the purpose of establishing liability, to be in the particular employment of another. The liability of the person in whose particular employment he is claimed to be is determined by the extent of the control exercised by such person, and also in a certain measure upon the opportunity for selection. In *Quarman v. Burnett* (6 M. & W. 499, at p. 509), PARKE, B., says: "Upon the principle that *qui facit per alium facit per se*, the master is responsible for the acts of his servant; and that person is undoubtedly liable who stood in the relation of master to the wrongdoer—he who had selected him as his servant, from the knowledge of or belief in his skill and care, and who could remove him for misconduct, and whose orders he was bound to receive and obey."

The facts of that case, which is one of the leading authorities on the subject, are as follows. Two ladies who owned a carriage were accustomed to hire from a job-mistress a coachman and a pair of horses for use in their carriage. They always had the same coachman. The job-mistress had in fact only one coachman regularly employed. The ladies did not pay the man any wages, but were in the habit of giving him a gratuity each time he drove them. They also supplied him with a coat and hat for his use while he was driving them. The coat and hat were kept in the hall of the ladies' house, and the man before and after each drive had to go into the house to change. One day while he was in the house the horses ran away and did damage. In an action brought against the ladies, PARKE, B., held that there was no evidence to go to the jury. The only suggestion of particular employment or control in that case seems to have been that the man had to go into the house to fetch his hat and coat. PARKE, B., dismissed this point by observing that the man ought not to have left his horses unattended, and was not under the circumstances bound to obey the order of the ladies if any such order had been given.

The recent decision of the Lord Chief Justice suggests another set of circumstances which will, in all probability, arise. That is, the case where the carriage and harness belong to the hirer

and the horses and driver to the job-master, but the horses are kept and fed at the stables of the hirer. This state of facts is by no means uncommon, the plan being adopted by persons who are staying in London for a short time, or who do not care to run the risk of being short of a horse on account of lameness or other casualty. The question of liability in such a case would be a very nice one. If the considerations which prevailed in *Jones & Sons v. Scullard* are to prevail, the fact that the hirer has control of the horses—the feeding, shoeing, &c., of them—would suffice to fix him with liability. This seems reasonable, and it is also in accordance with the more modern decisions which were regarded by the Lord Chief Justice as conflicting with *Laugher v. Pointer* (5 B. & C. 547) and with *Quarman v. Burnett* (*ubi supra*). One of these cases is *Rourke v. White Moss Colliery Co.* (L. R. 2 C. P. 205). The defendants in that case were colliery owners who employed a contractor to sink a shaft in their colliery. They lent to the contractor for the purpose of doing the work a fixed engine at the mouth of the shaft and an engine-driver. The latter continued to be paid by the defendants. In the course of the work the plaintiff was injured in consequence of the negligence of the engine-driver. It was held, *per* COCKBURN, C.J., MELLISH, BAGGALLAY, and BRAMWELL, L.J.J., that the engine-driver was at the time the servant of the contractor and not of the defendants. Similarly in *Donovan v. Laing and Others* (1893, 1 Q. B. 629) it was held that the owners of a crane, who lent it, with a man to work it, to a firm of wharfingers for the purpose of loading a ship, were not liable for the negligence of the man, committed while acting under the orders of the wharfingers. The two sets of decisions are difficult to reconcile, for there seems to be no difference in principle between the negligence of the driver of a horse and that of the driver of a steam-engine in considering the liability of the person who hires from another for a time the benefit of their services.

REVIEWS.

BOOKS RECEIVED.

Pratt's Income Tax; being a Full Analysis of the Provisions of the Income Tax Acts, with Cases of Illustration, Explanatory Notes, and a Copious Index. Sixth Edition. By JOSEPH HAWORTH REDMAN, Esq., Barrister-at-Law. Shaw & Sons; Butterworth & Co. Price 7s. 6d.

A Practical Guide to the Liquor Licensing Acts. By W. HUGH JONES, Barrister-at-Law. Effingham Wilson.

The Justice of the Peace Digest of Cases Reported during the years 1893 to 1897 inclusive; with Table of Cases and Titles and full References to the Law Reports. Compiled by M. CAMPBELL-JOHNSTON, Esq., Barrister-at-Law. Shaw & Sons.

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CORRESPONDENCE.

SEARCHES IN PARISH REGISTERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Can you or any of your readers who have experience in such matters refer me to any cases bearing on the following point?

The Act 6 & 7 Will. 4, c. 86, s. 35, enacts "That every rector, vicar, or curate, and every registrar, registering officer, and secretary, who shall have the keeping for the time being of any register book of births, deaths, or marriages, shall at all reasonable times allow searches to be made of any register book in his keeping, and shall give a copy, certified under his hand, of any entry or entries in the same on payment of the fee hereinafter mentioned (that is to say) for every search extending over a period not more than one year the sum of one shilling, and sixpence additional for every additional year, and the sum of two shillings and sixpence for every single certificate."

I have recently had to make a general search of a Middlesex county parish church register which covers about 200 years, which took me the whole day, and I was treated with great civility and charged a fee of 10s. only.

I next was instructed to search the register of a London church, and I wrote asking what the fee for a general search would be; by a mistake the letter was addressed to the rector of a church of some-

what similar name, and I got a reply from the parish clerk of that church saying the fee for a general search would be 10s.

I subsequently applied to the parish clerk of the first mentioned London church, who claimed 1s. for the first year, and sixpence for every subsequent year, and on my expressing surprise, the rector came up and insisted on this charge.

If his contention is right (and certainly the actual words seem to bear out his claim), the result is that I could not have searched the register at the Middlesex church I have mentioned, if the rector had insisted on the strict legal fees, for less than £15 (which would have been practically prohibitive), thus:

Births (say), 200 years	£5 0 6
Marriages (say), 200 years	5 0 6
Deaths (say), 200 years	5 0 6

£15 1 6

and in the case of the London church the fee will no doubt be more.

But this is not all; the rector contends that my search must be made on Monday, Wednesday, or Friday between the hours of 10.30 and 12, so that he limits "all reasonable times" to four and a-half hours a week, spread over three several days, at which pace it is not likely that my task will be rapidly accomplished.

GEORGE WALLIS BEAL.

CASES OF THE WEEK.

Before the Vacation Judge.

BROWN v. BROWN. 17th August.

CONTEMPT OF COURT—ATTACHMENT—LENGTH OF NOTICE OF MOTION—DIVORCE RULES, R. 115—RULES OF SUPREME COURT, 1883, ORD. 63, R. 12.

This was a motion on behalf of Catherine Brown for an order that she might be at liberty to issue a writ of attachment against her husband, Frederick William Brown, for contempt in disobeying an order of the Probate, Divorce, and Admiralty Division dated the 2nd of August, 1898, and in not delivering Doris Clements Brown, the child of the marriage, to the said Catherine Brown, which child had been and still was, in his custody and control, but the legal custody of which child had been committed to the said Catherine Brown by the said order. Upon behalf of the husband the preliminary objection was taken that rule 115 of the Divorce Rules had not been complied with. By that rule the notice of motion must be served four clear days previously to the hearing of the motion. The notice of motion was dated the 13th of August, so that there had not been compliance with the rule. In support of the application it was submitted that ord. 63, r. 12, of the Rules of Supreme Court, 1883, applied, and that there was therefore jurisdiction to hear the motion. Further, by the Long Vacation notice printed at the back of the Vacation Cause List, papers were to be left at the Chancery Registrars' Office before one o'clock on the Monday previous to the day on which the application was intended to be made, and that regulation had been complied with.

PHILLIMORE, J., said that the notice at the back of the cause list was good as to filing papers, but it did not apply to the length of the notice of motion. The matter must stand over till Wednesday next. The motion must be dismissed and a fresh notice served for Wednesday next.—COUNSEL, *Roskill*; *Gravebrook* SOLICITORS, *Scott, Lawson, & Palmer*, for Arthur Willey, Leeds; *Emmet & Co.*, for C. Leatham & Co., Wakefield.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

BRISTOL TRAMWAYS CO. v. NATIONAL TELEPHONE CO. 17th August.

TRAMWAY COMPANY—CONSENT TO PLACING OF WORK BY TELEPHONE COMPANY—TELEGRAPH ACT, 1863 (26 & 27 VICT. c. 112), ss. 9, 12, 13.

This was a motion on behalf of the plaintiffs, the Bristol Tramways and Carriage Co. (Limited), against the National Telephone Co. (Limited), for an injunction restraining the defendant company, its agents and servants, until the trial of the action or further order, from placing, except with the consent of the plaintiff company, any work under, in, upon, over, along, or across so much of the street or public road known as St. Augustine's Bridge in the City of Bristol as lies between the rails of the plaintiffs' tramway or within eighteen inches from the outside rail on each side. In support of the application sections 9, 12, and 13 of the Telegraph Act, 1863, were relied upon. By section 9 of the Telegraph Act, 1863, "The company shall not place a telegraph under any street within the limits of the district over which the authority of the Metropolitan Board of Works extends, or of any city or municipal borough or town corporate, or of any town having a population of thirty thousand inhabitants or upwards (according to the latest census), except with the consent of the bodies having the control of the streets within such respective limits." By section 12: "The company shall not place a telegraph over, along, or across a street or public road, or a post in or upon a street or public road, except with the consent of the body having the control of such street or public road; and where a public road passes through or by the side of any park or pleasure-grounds, and where a public road crosses by means of a bridge or viaduct, or abuts on any ornamental water belonging to any park or pleasure-grounds, and where a public road crosses or abuts on a private drive through any park or pleasure-grounds, or to any

mansion, the company shall not without, or otherwise than in accordance with, the consent of the owner, lessee, and occupier of such park, pleasure-grounds, or mansion, place any work above ground on such public road." By section 13: "Where any landowner or other person is liable for the repair of any street or public road (notwithstanding that the same is dedicated to the public), the company shall not place any work under, in, upon, over, along, or across such street or public road, except with the consent of such landowner or other person, in addition to the consent of the body having the control of such street or public road, where, under this Act, such last-mentioned consent is required; provided that where the company places a telegraph across or over any street or public road they shall not place it so low as to stop, hinder, or interfere with the passage for any purpose whatsoever along the street or public road." Sections 28 and 30 of the Tramways Act, 1870 (33 & 34 VICT. c. 78), were also referred to, and it was submitted that the defendants were not entitled to proceed with their works without the plaintiffs' consent. Upon behalf of the defendants it was submitted that the plaintiffs were not persons who were responsible for the repair of the whole road, and therefore their consent was not required. *North London Railway v. Great Northern Railway* (26 W. R. 485, 11 Q. B. D. 40) showed that the plaintiffs' right must be absolute. If the contention upon behalf of the plaintiffs, that any person responsible for the repair of any portion of the highway was a person whose consent had to be obtained by the defendants, they would also have to obtain under section 13 of the Act of 1863 the consent of gas and water companies.

PHILLIMORE, J., said that gas and water companies were in a different position to the plaintiffs. The order would be that, upon the defendants undertaking to apply for leave to withdraw a summons which they had taken out before the Bristol magistrates, and undertaking in the event of the plaintiffs succeeding at the trial to make such provisions for the security of the plaintiffs as might have been made on an application for the plaintiffs' consent, the action to be set down at once without pleadings. Pleadings to be delivered in the Long Vacation if desired. No further order except that the costs of an *ex parte* motion made before North, J., for an *interim* injunction, which would now be discharged, and of this motion be costs in the action.—COUNSEL, *Mulligan, Q.C.*, and *G. D. Papps* (*Stewart Smith* with them); *Roskill*. SOLICITORS, *Warwick Webb*; *W. E. L. Gains*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

ATTORNEY-GENERAL v. EARL GREY. No. 1. 29th July and 10th August.

INLAND REVENUE—ESTATE DUTY—GIFT INTER VIVOS—POSSESSION ASSUMED TO ENTIRE EXCLUSION OF DONOR—INTEREST RESERVED—POWER OF REVOCATION—CUSTOMS AND INLAND REVENUE ACT, 1881 (44 VICT. c. 12), s. 38 (2) (A) (C), AS AMENDED BY CUSTOMS AND INLAND REVENUE ACT, 1889 (52 VICT. c. 7), s. 11—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), ss. 1, 2.

This was an appeal from the Divisional Court (46 W. R. 251). By a deed dated the 19th of October, 1885, Henry, third Earl Grey (since deceased), transferred to his nephew, Albert Grey, now fourth earl, his estates in Northamptonshire, including the mansion-house of Howick and its appurtenances and the effects therein, subject to an annual rent-charge of £4,000 in favour of the third earl, issuing out of all the property transferred other than the mansion-house and its appurtenances and the effects therein. The deed provided that the mansion-house, &c., should be held by the fourth earl in trust to permit the third earl to occupy and enjoy the same as theretofore. By the same deed the fourth earl covenanted (1) to pay certain annuities; (2) to pay all mortgages and other charges on the land, and all interest then or thereafter due under them; (3) to pay the rent-charge of £4,000; (4) to keep up the mansion-house; (5) to deliver farm or garden produce required for the use of the household at Howick; (6) to pay the funeral expenses, debts, &c., of the third earl; (7) not to sell or dispose of certain of the lands; and (8) at request of the third earl to produce receipts and vouchers for payments made under clauses (1), (2), (4), or (6). It was also provided that in the event of Albert Grey, now fourth earl, dying in the lifetime of the third earl, or of any breach by the fourth earl of any covenant on his part, that it should be lawful for the third earl to revoke the deed either wholly or in part. By a deed dated the 26th of September, 1894, the third earl, in consideration of £5,000, released the rent-charge of £4,000, and also released the fourth earl from the covenant to retain unsold the lands named in the 7th clause of the covenant in the deed of 1885, as well as from the power of revocation reserved in the same deed. The third earl died on the 9th of October, 1894. The average net income of the property comprised in the deed of the 19th of October, 1885, was before, as well as after, the 26th of September, 1894, very considerably in excess of £4,000. The fourth earl paid estate duty upon the value of the mansion-house of Howick and the effects therein only. The information claimed that estate duty was payable upon the value of the whole of the property comprised in the deed of the 19th of October, 1885, as property passing on the death of the third Earl Grey within the meaning of sections 1 and 2 (1) (c) of the Finance Act, 1894, and having regard to section 38 of the Customs and Inland Revenue Act, 1881, as amended by section 11 of the Customs and Inland Revenue Act, 1889. Section 2 (1) (2) of the Finance Act, 1894 (57 & 58 VICT. c. 30) provides that property passing on the death of the deceased, which is by section 1 declared to

be chargeable with a graduated estate duty, shall be deemed to include property which would be required on the death of the deceased to be included in an account under section 38 of the Customs and Inland Revenue Act, 1889, if those sections were herein enacted and extended to real property as well as to personal property, and the words "voluntary" and "voluntarily" and a reference to a "volunteer" were omitted therefrom. Section 38 of the Customs and Inland Revenue Act, 1881, provides (*inter alia*): "(1) Stamp duties at the like rates as are by this Act charged on affidavits and inventories shall be charged and paid on accounts delivered of the personal or movable property to be included therein, according to the value thereof; (2) the personal or movable property to be included in an account shall be property of the following descriptions—viz., (a) any property taken as a *donatio mortis causa* made by any person dying on or after the 1st of June, 1881, or taken under a voluntary disposition, made by any person so dying, purporting to operate as an immediate gift *inter vivos*, whether by way of transfer, delivery, declaration of trust, or otherwise, which shall not have been *bona fide* made three months before the death of the deceased. (c) Any property passing under any past or future voluntary settlement made by any person dying on or after such day by deed or any other instrument not taking effect as a will, whereby an interest in such property for life or any other period determinable by reference to death is reserved either expressly or by implication to the settlor, or whereby the settlor may have reserved to himself the right, by the exercise of any power, to restore to himself or to reclaim the absolute interest in such property." Section 11 of the Customs and Inland Revenue Act, 1889, amends section 38 as follows: "The description of property marked (a) shall be read as if the word 'twelve' were substituted for the word 'three' therein, and the said description of property shall include property taken under any gift, whenever made, of which property *bona fide* possession and enjoyment shall not have been assumed by the donee immediately upon the gift and thenceforward retained to the entire exclusion of the donor, or of any benefit to him by contract or otherwise." The Divisional Court (Grantham and Channell, JJ.) held that a sufficient interest and a sufficient power of revocation were reserved in the property to bring it within the description of property contained in the Customs and Inland Revenue Act, 1881, s. 38 (2) (c), and that on the death of the third earl in October, 1894, the whole of the property became chargeable with estate duty under the Finance Act, 1894, s. 1. From this decision the fourth earl now appealed.

On the 10th of August THE COURT (A. L. SMITH, RIGBY, and VAUGHAN WILLIAMS, L.J.J.), in a considered judgment, dismissed the appeal.

A. L. SMITH, L.J., read the following judgment: In my opinion the Crown succeeds in this case, and the appeal by the present Earl Grey fails. By the Finance Act of 1894, not only property which passes upon death, but also property which shall be deemed within the meaning of the Act to pass upon death is made liable to estate duty; and the question is, whether the property upon which the Crown claims duty in this case is property which is deemed to pass within the meaning of the Act upon the death of the late Earl Grey, which took place on the 9th of October, 1894. [His lordship then set out the facts of the case, and proceeded as follows:] The question is whether the property contained in the indenture of the 19th of October, 1885, was property which is deemed to pass upon the death of the late earl within the meaning of the Finance Act of 1894 so as to be liable to estate duty. That brings me to section 2 (1) (c) of the Act of 1894. By it "property passing on the death of the deceased shall be deemed to include . . . property which would be required on the death of the deceased to be included in an account under section 38 of the Customs and Inland Revenue Act, 1881, as amended by section 11 of the Customs and Inland Revenue Act, 1889, if those sections were herein enacted and extended to real property as well as personal property, and the words 'voluntary' and 'voluntarily' and a reference to a 'volunteer' were omitted therefrom." In *Attorney-General v. Beech* (46 W. R. 44; 1898, 2 Q. B., at p. 147) I commented upon this class of legislation, and I have nothing further to say thereon. Now, what is it that section 38 of the Customs and Inland Revenue Act of 1881, as amended by section 11 of the Customs and Inland Revenue Act of 1889, as amended by the Finance Act of 1894, has enacted? Section 38 (2) of the Act of 1881 so amended must for the present purpose be read as follows: "Any real, personal, or movable property to be included in an account shall be property of the following descriptions—viz., (a) any property taken under a disposition made by a person dying after the 1st of August, 1894, purporting to operate as an immediate gift *inter vivos* . . . which shall not have been *bona fide* made twelve months before the death of the deceased"—this clause does not apply to the present case—"or property taken under any gift whenever made"—this means whether made within or without twelve months before death—"of which property *bona fide* possession and enjoyment shall not have been assumed by the donee immediately upon the gift and thenceforward retained to the entire exclusion of the donor or of any benefit to him by contract or otherwise." In my judgment the meaning of this section is that, if there be a gift, no matter when made, of property *inter vivos*, then that property must be included in an account and therefore liable to estate duty, unless the donee has *bona fide* assumed possession and enjoyment of the property immediately upon the gift and has thenceforward retained the possession and enjoyment thereof to the entire exclusion of the donor, or, if he has taken and retained the possession to the entire exclusion of the donor, then that this possession and enjoyment has been without any benefit by contract or otherwise to the donor. To escape estate duty both these events must concur. This being my opinion as to the true construction of section 38 (2) (a) of the Customs and Inland Revenue Act of 1881 as it now stands incorporated into section 2 (1) (c) of the Finance Act of 1894, how upon the facts of this case can it be said that the present earl,

the donee, has either *bona fide* assumed possession immediately upon the gift, or has thenceforward retained the possession and enjoyment of the property contained in the deed of the 19th of October, 1885, to the entire exclusion of the late earl, the donor, or that he has done so without any benefit by contract or otherwise accruing to the donor, the late earl? That the present earl, the donee, has contracted with the late earl, the donor, to pay him £4,000 a year as well as to bear the other liabilities of the late earl, as appears by the deed of the 19th of October, 1885, for the benefit of the late earl cannot be disputed; and, whichever limb of the sub-section be taken, in my judgment this case comes within it, and therefore falls within the description of property deemed to pass within section 2 (1) (c) of the Act of 1894, and consequently estate duty is payable. It was argued by the Crown that the case also falls within sub-section (c) of section 38 (2) of the Customs and Inland Revenue Act of 1881, and that under this sub-section the property was chargeable with estate duty as being property which was deemed to pass within section 2 (1) (c) of the Act of 1894. This may well be so, but as in my opinion section 38 (2) (a) of the Act of 1881 is fatal to the appellant, the present earl, it is unnecessary in this case to give a judgment as to the meaning of sub-section (c), and I therefore say nothing about it. In my judgment the Crown succeeds, and the appeal must be dismissed, with costs.

RIGBY and VAUGHAN WILLIAMS, L.J.J., read judgments to the same effect. Appeal dismissed.—COUNSEL, *Coxen-Hardy, Q.C., and Bremner; Sir R. Webster, A.G., Sir R. Finlay, S.G., and Vaughan Hawkins*. SOLICITORS, *Finx & Leadbitter; Solicitor to Inland Revenue*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Re STOCKPORT RAGGED, INDUSTRIAL, AND REFORMATORY SCHOOLS. No. 2. 11th August.

CHARITY—MOLTAGE OF PROPERTY OF—JURISDICTION OF CHARITY COMMISSIONERS—"CATHEDRAL, COLLEGIATE, CHAPTER, OR OTHER SCHOOLS"—WORDS EJUSDEM GENERIS—ENDOWMENT—CHARITABLE TRUSTS ACT, 1853 (16 & 17 VICT. c. 137), s. 62.

This was an appeal from a decision of Stirling, J. (reported 46 W. R. 455). The facts were as follow: The trustees of the Stockport Ragged Schools presented a petition under Sir S. Romilly's Act (52 Geo. 3, c. 101) asking the sanction of the court to a proposed mortgage of part of the property vested in the trustees. The sanction of the Charity Commissioners was not obtained, the petitioners maintaining that they were exempt from the jurisdiction of the commissioners by virtue of section 62 of the Charitable Trusts Act, 1852. The income of the charity was derived from a Government grant and contributions from school boards, boards of guardians, and other public bodies, subscriptions of residents in the neighbourhood, and earnings of school children in their industrial occupations. In 1888 the trustees procured a piece of land at a rent of £20 per annum, and erected thereon a girls' school. The proposed mortgage was a mortgage of this girls' school. Stirling, J., held that the institution was exempted from the jurisdiction of the commissioners under section 62 as being wholly supported by voluntary contributions, and was not within the proviso, at the end of the section, that the exemption should not extend to any cathedral, collegiate, chapter, or other schools. The commissioners appealed.

THE COURT (LINDLEY, M.R., and CHITTY and COLLINS, L.J.J.) allowed the appeal.

LINDLEY, M.R.—This case turns on section 62 of the Charitable Trusts Act, 1853, upon what was treated in the court below as the main point, and is the most important point in the case—namely, whether the proviso at the end of section 62 taking out of the exemption from the operation of the Act "any cathedral, collegiate, chapter, or other school" applies to all schools or only schools of a like character to those specified. I think the decision of Stirling, J., is absolutely right. Though the court hesitates to press too far the doctrine of construction that a phrase is to be cut down by its context—the *maxim nascitur a sociis*—there are cases in which that maxim must be applied to carry out the obvious intention of an Act, and if ever there was a case to which the maxim is applicable this is one. If all schools are to be taken out of the exemption, there is no possible use in referring particularly to cathedral, collegiate, and chapter schools; on the other hand, the words of the earlier part of the section show that it was the intention of the Legislature to exclude all Roman Catholic institutions, including Roman Catholic schools. This institution is a charity within the meaning of the Act; but if it comes within the operative part of section 62, as it is not within the proviso, the decision of Stirling, J., is right. The circumstances of this case, however, differ from *Re Clergy Orphan Corporation* (43 W. R. 150; 1894, 3 Ch. 145), which Stirling, J., relied on. The Act provides only for two cases—the case where there is an income wholly from voluntary contributions, and the case where there is an income partly from voluntary subscriptions and partly from endowment; but in this case there is also income from a Government grant and payments by boards of guardians and school boards, and on this ground I hold the case to be outside the section altogether. The section is, however, so obscure that I decline to do more than decide each case as it arises. I will not decide, contrary to the spirit of the Act, that the Charity Commissioners have any jurisdiction over the income arising from voluntary subscriptions. I hold that the school building cannot be mortgaged without the consent of the commissioners.

CHITTY, L.J., delivered judgment to the same effect.

COLLINS, L.J., concurred.—COUNSEL, *Vaughan Hawkins*, for the Charity Commissioners; *Ingle Joyce*, for the Attorney-General; *Grosvenor Woods, Q.C., and H. Johnson*, for the petitioners. SOLICITORS, *J. M. Chabon; Solicitor to the Treasury; Andrew Wood & Purves*, for *J. W. Johnson* Stockport.

[Reported by J. I. STIRLING, Barrister-at-Law.]

JOHN v. JOHN. No. 2. 10th August.

RECEIVER—EJECTMENT ACTION—DISPUTED TITLE—DEPENDANT IN RECEIPT OF RENTS—JUDICATURE ACT, 1873 (36 & 37 VICT. C. 66), s. 25, SUB-SECTION 8.

The plaintiff in the action claimed to be entitled, as tenant in tail male, to some real estate in Cornwall under the will of his great-grandfather, George John, who died in 1847. From 1850 until his death in January last another great-grandson of the testator, George Dennis Trevelyan John, was in possession or in receipt of the rents of the property. The plaintiff's contention was that George Dennis Trevelyan John was tenant for life only of the property. The defendant, the mother of George Dennis Trevelyan John, on the death of her son entered into receipt of the rents of the property, and induced the tenants to attorn to her. Her contention was that her son was absolutely entitled to the property under the will of the testator, and that he (the son) had devised it to her. On motion by the plaintiff for the appointment of a receiver in the ejectment action, North, J., made the order appointing a receiver of the rents. The defendant appealed, and urged that the court should not interfere with the beneficial possession of the defendant, and relied upon the decision of the Court of Appeal in *Foxwell v. Van Grutten* (1897, 1 Ch. 64, 45 W. R. Dig. 127).

THE COURT (LINDLEY, M.R., and CHITTY and COLLINS, L.J.J.) dismissed the appeal.

LINDLEY, M.R.—I do not think we shall be introducing any revolution in practice if we affirm the decision of North, J. We must first of all look at the Act of Parliament. Section 25 of the Judicature Act, 1873, sub-section 8, says that a receiver may be appointed by an interlocutory order of the court in all cases in which it shall appear to the court to be just or convenient that such order should be made. That applies to ejectment actions, and the court has to consider in each particular case whether it is just or convenient to appoint a receiver. It must also look at any other circumstances which may be material, such as the risk of the tenants, and the title of the defendant if he chooses to disclose it. Knowing the title of the plaintiff, it would be wrong in this case to refuse to appoint a receiver. Those are the short grounds for dismissing this appeal.

CHITTY, L.J.—I am of the same opinion. The appointment of a receiver is a discretionary matter, and the court must exercise its discretion judicially and not arbitrarily. It is just and convenient that in the circumstances of this case a receiver should be appointed, and that is what the Legislature casts upon the court to say in each case. The tenants have not asked for protection, but they are exposed to a double claim at this moment. I do not decide this case on that ground alone. North, J., looked at the will and arrived at the conclusion that the defendant could not make out a title at all. The defendant is not in possession of any mansion-house, and will not be turned out of any house; she is a person of small means, living in furnished lodgings. The rents are in jeopardy, and the tenants are exposed to risk. On these grounds I think a receiver ought to be appointed.

COLLINS, L.J.—I am of the same opinion. The defendant's possession is safeguarded by the Judicature Act. The court has to exercise a discretion, and that must be on the facts. Though our conclusion is not final, it is convenient to act on our view of the facts. If the defendant were a person of substantial means, that would be one reason for considering the position of the tenants as not so serious, but if she is impecunious, then the position of the tenants is a very important factor. Therefore having the duty cast upon us of exercising our discretion, we are bound to uphold North, J., in interfering for the protection of the tenants. Appeal dismissed.—COUNSEL, *Haldane, Q.C., Macnaghten, Q.C., and T. H. Carson; Steinlen Eady, Q.C., and Stock*. SOLICITOR, *Collyer-Bristow, Russell, Hill & Co., for J. W. Tyacke, Helston; Coode, Kingdon, & Cotton, for Borlase, Milton, & Borlase, Penzance*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re FISHER AND GRAZEBROOK'S CONTRACT. Romer, J.
4th and 10th August.

VENDOR AND PURCHASER—TENANT FOR LIFE—NO TRUSTEES FOR PURPOSES OF SETTLED LAND ACTS—NOTICE—PAYMENT OF PURCHASE-MONEY INTO COURT—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), s. 22.

This was a summons under the Vendor and Purchaser Act, 1874, for the determination of a question arising under section 22 of the Settled Land Act, 1882. In March, 1898, Fisher entered into a contract with Grazebrook for the sale of a freehold house known as Caenwood Grange, Beulah-hill, Norwood. The said house formed part of the residuary estate of William Hayes, and Fisher was entitled thereto in fee subject to an executory gift over in the event of his death without issue. He had contracted to sell the house as a person having the powers of a tenant for life, but on examining the title the purchaser's advisers took the objection that there were no trustees within the meaning of, and for the purposes of, the Settled Land Acts, and that the purchaser was bound to see that at the time of completion at least there must be such trustees duly appointed. The vendor's advisers contended that whether there were such trustees or not, and even if the purchaser knew there were no such trustees, yet if the purchase-money was paid into court in accordance with the provisions of section 22 of the Settled Land Act, 1882, the purchaser would get a good title, and insisted on his carrying out the purchase without trustees being appointed. The purchaser objecting, the vendor

took out this summons for a declaration that a title in accordance with the contract had been shewn by the vendor, and that the purchaser on paying the purchase-money into court to a proper account under the provisions of the Settled Land Acts, 1882 to 1890, would obtain a good discharge for the same.

ROMER, J., said that it appeared that the purchaser had notice before the date fixed for completion that there were no trustees for the purposes of the Settled Land Acts, and this being so he did not think the vendor could call on the purchaser to pay the purchase-money into court under the provisions of section 22 of the Settled Land Act, 1882. That section presupposed the existence of trustees, as was pointed out by Kay, J., in *Hatten v. Russell* (36 W. R. 317, 38 Ch. D. 345), and in *Mogridge v. Clapp* (1882, 3 Ch. 382). If the purchaser had paid the money into court under that section in the belief that there were trustees for the purposes of the Settled Land Acts, he would no doubt have got a good title; but the case was different when he had notice before completion that there were no such trustees, and at best he would only get a doubtful title, and not one that the vendor could compel him to take. There was an Irish case of *Hughes v. Fannagan* (30 Ir. R. C. L. 111) to show that a title taken under similar circumstances was considered doubtful, and having regard to this and other authorities, the application by the vendor would be dismissed with costs.—COUNSEL, *W. B. Colman; H. D. Grazebrook*. SOLICITORS, *Currie, Williams, & Co.; Peard & Sons*.

[Reported by RALPH B. PHILLIPS, Barrister-at-Law.]

High Court—Queen's Bench Division.

Re THE MERSEY DOCKS AND HARBOUR BOARD AND THE ASSESSMENT COMMITTEE OF BIRKENHEAD. Div. Court. 12th August.

PRACTICE—FILING OF SPECIAL CASE—EXTENSION OF TIME—CROWN OFFICE RULES, R. 34.

This was an application by the Mersey Docks and Harbour Board, who had obtained an order for a special case raising an appeal from an assessment made on them in respect of their lairages used for the importation of foreign cattle. The order for the special case was made on the 24th of March, but owing to a difficulty in getting the case settled, the assessment committee having given notice that they desired it to be settled on their behalf by the recorder—Clement Higgins, Esq., Q.C., who stated he could not attend to the matter until October or November—the time for filing the case under the rules would be passed. By rule 34 of the Crown Office Rules "no special case stated by a court of general or quarter sessions for obtaining the judgment or determination of the High Court upon any order or other determination by a court of general or quarter sessions shall be filed at the Crown Office Department after the expiration of six calendar months from the making of such order or determination, except by leave of the court on special circumstances being shewn either before or after the expiration of six calendar months." [HAWKINS, J.—The time for filing this case expires on the 24th of September. What extension is asked for?] The application was that the time for filing the case might be extended until the 20th of December. The question raised was one of considerable monetary importance, and the delay arose from the fact that counsel engaged in the case were unable to get it settled before the Long Vacation.

THE COURT (HAWKINS and LAWRENCE, JJ.) granted the application.—COUNSEL, *Horridge*. SOLICITORS, *Roucliffes, Rawle, & Co., for A. T. Squarey, Birkenhead*.

[Reported by ERKINS REID, Barrister-at-Law.]

JONES & SONS v. SCULLARD. Lord Russell, L.C.J. 9th August.

MASTER AND SERVANT—NEGLIGENCE—LIABILITY OF MASTER TO THIRD PERSONS—HIRSD COACHMAN.

This action was tried before Lord Russell of Killowen, C.J., and a special jury. The claim was for damages for injuries to the plaintiffs' shop and business stock caused by the negligence of the defendant or his coachman. The defendant was a public-house proprietor. On the Diamond Jubilee Day, the 22nd of June, 1897, he was driven in his brougham to view the procession. On his return and as he came to Holloway-road the horse bolted and ran into the plaintiffs' shop at 368, Holloway-road. The coachman was a man named Loveday. He was supplied to the defendant by a man named Walker. Walker was the tenant of the stables of one of the defendant's public-houses. Loveday had been employed regularly since the 10th of May, 1897, to drive the defendant, that gentleman paying £1 a week to Walker for his services. The defendant supplied Loveday with a livery to wear while driving him. The horse, the brougham, and the harness belonged to the defendant. At the trial evidence was given on behalf of the plaintiffs of negligence on the part of Loveday, which was contradicted by the defendant's witnesses. The jury gave a verdict for the plaintiffs. A further legal defence was set up that Loveday was not the defendant's servant and that the defendant was consequently not liable. This question was reserved for his lordship's decision. On behalf of the plaintiffs it was contended that the test of liability was the ownership or legal possession of the horse and that where a man was in the possession of property, he had to take care that it was so managed as not to cause injury to other persons. *Laugher v. Pointer* (5 B. & C. 547), *Brady v. Giles* (1 M. & R. 494), *Randle v. Murray* (8 A. & E. 109), and *Quarman v. Burnett* were cited. It was further argued that if a servant was lent by one person to another for a particular employment, he was, for the time being, the servant of the person to whom he was lent. On this point *Bourne v. White Horse Colliery Co.* (2 C. P. D. 205) and *Dovey v. Loring* (1893, 1 Q.B. 629) were cited.

On behalf of the defendant it was argued that, inasmuch as the defendant did not select the coachman, he was not responsible for his negligence.

Lord RUSSELL OF KILLOWEN, C.J., in delivering judgment said that the facts of the case were these: The plaintiffs were jewellers. On Jubilee Day a brougham, in the shafts of which was a horse, ran into their shop, causing damage to the window and its contents. The plaintiffs at once cast about to see whether they had any remedy. They themselves were entirely blameless. They discovered that in the brougham was the defendant and a lady friend; that the brougham belonged to the defendant; that the horse belonged to the defendant; that the harness belonged to the defendant; and that the boots, breeches, waistcoat, and hat worn by the driver had been supplied to him by the defendant; but that the person who was enveloped in all this had been supplied to the defendant by a man with whom he had placed his horse and carriage at livery. The plaintiffs thereupon brought an action against the defendant. To this action the defendant replied: "I am not the person responsible, because the man did not represent me, nor was he my servant, but he was the servant of another." The plaintiffs alleged generally that the occurrence was caused by the negligence of those responsible for the brougham, horse, harness, &c., and they gave as particulars of the alleged negligence that the reins were fastened to the cheek of the bit, and not to the bar, the horse being a hard-mouthed horse and a puller, as the defendant and his servant ought to have known by inspection of the horse's mouth, which showed unmistakable signs of hardness caused by pulling; that the curb chain was not sufficiently tightened; that there was no brake on the carriage; and that the horse had recently been brought out of the country, was unused to London streets, and ought not to have been driven in London on such a day as Jubilee Day. The only question left to the jury was whether there was negligence, and they found that there was. The other questions were left to be decided by his lordship, who was to have liberty to draw such inferences of fact as a jury could do so far as was necessary. The defendant's horse and carriage were liveried with a man named Walker, who was his tenant. The defendant was a publican, and Walker's stables adjoined one of his public-houses. The arrangement between the defendant and Walker began on the 3rd of January, 1897. The accident took place on Jubilee Day. On the 10th of May Loveday began to drive for the defendant and continued to do so up to and including the day of the accident. Loveday was not selected by the defendant, but the proper inference was that the defendant told Walker that he required a man to drive and that Walker sent Loveday. Though it must be taken that there was no original choice by the defendant of Loveday, it was not unimportant to observe that there was evidence that the defendant showed satisfaction in, and approved of, Loveday. Though he had no power to dismiss Loveday from Walker's employment he could have said to Walker, "You must not send me this man any more," and to Loveday, "I dismiss you from the occupation of driving my carriage." He did not, however, do so. About the 4th of May he ordered Loveday to be supplied at his own charge with a suit of clothes. One other date was material. The horse which was driven in the brougham was brought to London from Yorkshire on the 16th of June. Between that day and the 22nd of June it was driven two or three times by Loveday. Those were all the material facts. In support of his particulars the plaintiff called a witness named Bowden, who described the pace at which the horse was going, suggesting that the driver had lost control, and then proceeded to describe the occurrence. Mr. Marcus Stevens, a veterinary surgeon, was called. He also described the pace of the horse and how the driver had lost control. He said, further, that the curb was loose and was not fastened on one side; that the reins were fastened to the cheek of the bit; and that, on examination, he found that the horse had a rank, hard mouth, with tumours growing. He also stated that the brougham had no brake, but then in London it was not always found necessary to have a brake upon a brougham. That was the plaintiffs' case, and it was met by the defendant by denials of all this evidence. The main contest was as to negligent driving by the driver, but it was impossible to say how far the other evidence might, or might not, have affected the minds of the jury. The question now was, Were the circumstances such that it must be inferred that Loveday was the defendant's servant? It was impossible to say that there was not evidence of that to go to the jury. It was clear from the authorities that a man might be, in spite of the Scriptural proposition, in the position of serving two masters. While serving Walker generally, Loveday might still have been in the particular employment of the defendant. But for the leading authorities on the subject, his lordship would not have felt the perplexity he had felt about this case. But not one of the cases cited was on all fours with it. In no one case did there occur the same conjunction of facts—namely, that the ownership of the horse, carriage, harness, and livery was in the defendant; nor did it come into the consideration of any one of these cases that the horse was one to which the driver had not been previously accustomed, nor that part of the negligence alleged was the manner in which the horse was bitted, looking to the hardness of its mouth. His lordship then referred at considerable length to *Laugher v. Pinter*, *Brady v. Giles*, and *Quarman v. Burnett*. The latter case, he said, presented great difficulty. Two old ladies hired a carriage and horses from a jobmaster. Whenever they went out in the carriage the same man drove them. This man was dependent for payment upon the tips which the old ladies bestowed on him, which were 5s. for each drive. The old ladies wishing him to present a respectable appearance supplied him with a coat and hat, and, as they wished to guard against his using these garments elsewhere, they directed him to come into the house and change before and after each drive. On one of these occasions, while the man was in the house changing his coat and hat, the horses ran away and did damage, for which the ladies were sued. One would have thought that, considering the particular occupation in which the man was engaged at the time, the old ladies would have been

responsible, but the court held not. The jury found a verdict for the plaintiff, which was afterwards set aside on the ground that there was not even evidence to go to the jury. That was a strong authority in favour of the defendant. Yet the defendant's case differed from that in a marked degree. Here the horse was the defendant's horse, and it had only recently been acquired by him. Why was the fact that the horse belonged to the defendant material? Because so long as the hirer merely said to the livery stable keeper "Supply me with an equipage complete for an hour, a day, or a week" he had no kind of control over the driver except in one particular—he could indicate to what point he wished to go. He could not order the man to go fast or slow, for the driver might say, "I am not your servant. I know my master's wishes with regard to the horse, and I will go accordingly." But the case was different where the horse belonged to the hirer. He could say, "I am late; drive fast up hill or down." If the man refused to obey he could say to the livery stable keeper, "I will not have that man any more." Again, in the present case the horse had just been brought from Yorkshire. There were the peculiarities of the horse to be known and attended to and the best manner of harnessing it to be learnt and adopted. All these were elements showing what was the position of the driver with regard to the management of that horse and carriage and shewing that he was in that particular servant of the defendant. His lordship then referred to *Bourke v. White Moss Colliery Co.*, in which it was held that contractors who agreed to do the sinking of a shaft for a colliery company were responsible for the negligence of the engineer of the engine at the mouth of the shaft belonging to the colliery company, such engineer and engine having been placed under the control of the contractors for the purpose of the work only, and to *Donovan v. Laing*, the facts in which were similar. His lordship found it difficult to reconcile these two cases with the other cases referred to. Continuing, he said it was time that a comprehensive and intelligible principle was laid down. If the livery stable keeper supplied a vehicle for a fixed time, the hirer ought in no sense to be responsible, but where the carriage, horse, harness, and livery were the property of the hirer, especially where the horse had peculiarities and the driver had only driven it for a short time, and where the driver had been approved of by the hirer—in all this aggregation of circumstances if the question had been put to the jury, whose servant was this man? would they not have said, not the servant of the livery stable keeper, but of the hirer? In his lordship's judgment the defendant was liable either singly or jointly with the driver.

—COUNSEL, *Hammond Chambers, Q.C.*, and *Woodin*; *Will, Q.C.*, *J. Watson Moyes*, and *E. E. Humphrys*. SOLICITORS, *John H. Mote & Son*; *P. J. Gordon & Son*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

NEW ORDERS, &c.

THE PRIZE COURTS ACT, 1891.

Notice is hereby given that, after the expiration of 40 days from the date hereof, it is proposed to submit to her Majesty in Council, in pursuance of the above-mentioned Act, the draft of an Order in Council making Rules of Court touching the practice in prize proceedings to be observed in her Majesty's High Court of Justice, Probate, Divorce, and Admiralty Division. And notice is hereby further given that, in accordance with the provisions of the Rules Publication Act, 1893, copies of the proposed draft Order in Council can be obtained by any public body, within 40 days of the date of this notice, at the Privy Council Office, Whitehall.—(*London Gazette* of 16th August.)

TRANSFER OF ACTIONS.

ORDERS OF COURT.

Tuesday, the 9th day of August, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice STIRLING (1898—L.—No. 1,592).

In re The London and Provincial Co-operative Supply, *Id* Ellen Maria Hayward (Spinster) v The London and Provincial Co-operative Supply, *Id*. HALSBURY, C.

Thursday, the 11th day of August, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice ROMER (1897—C.—No. 1,638).

John Whitaker Cooper and Others v The General Railway Syndicate Limited

Mr. Justice ROMER (1898—C.—No. 762).

In re The Cox Thermo Electric Company Limited Francis Joseph Webster v The Cox Thermo Electric Company Limited HALSBURY, C.

LEGAL NEWS.

OBITUARY.

Mr. WILLIAM SWIFT, solicitor, of Liverpool, died on the 12th inst. He was admitted in 1870, and for many years had a large practice in Liverpool and the district. He was one of the clerks to the county magistrates of the Kirkdale Petty Sessions Division, and this position Mr. Swift occupied up to the time of his death. He was an authority on licensing and rating matters, and was a very prudent adviser to the justices, who placed a very high value upon his opinions. He, with Superintendent Baxendale, was mainly responsible for the preliminary proceedings in connection with the arrest and prosecution of Mrs. Maybrick. Mr. Swift was also clerk to the Huyton Local Board from the time of its formation, and to the urban district council which superseded that board. He was, says a local journal, of a most kindly disposition, and was held in great esteem in Liverpool and Huyton, where he long resided.

The death is announced, at the age of seventy-five, of Mr. CHARLES LOCOCK WEBB, Q.C. He was the eldest son of the late Mr. S. Webb, of Chard, Somerset, and was called to the bar in 1850. He was appointed a Queen's Counsel in 1875, and was elected a bencher of the Middle Temple in 1879.

Mr. JOHN SHAW, solicitor, Mayor of Tamworth, died on the 11th inst., in his seventy-seventh year. Mr. Shaw was admitted in 1844, and held the office of Registrar of the County Court.

APPOINTMENTS.

Mr. FREDERIC HANNAM-CLARK, solicitor, of Gloucester, has been appointed by the Bishop of Gloucester to be Diocesan Registrar and Bishop's Secretary, in succession to the late Mr. B. Bonnor. The new registrar, who is a son of the late Rev. John Perkins Clark, M.A., minor canon and precentor of Gloucester Cathedral, was admitted a solicitor in 1875.

Mr. IDERWICK, Q.C., has been elected a Member of the Council of the Selden Society in succession to the late Judge Meadows White, Q.C.

Mr. F. A. JONES, solicitor, of Southport, has been appointed a Perpetual Commissioner. Mr. Jones is the deputy-coroner for Lancashire, and is a member of the firm of Brighouse, Brighouse, & Jones, solicitors, of Ormskirk and Southport.

Mr. THOMAS AMBROSE NELHAM, solicitor (honour), of 75, Princess-street, Manchester, has been appointed a Perpetual Commissioner under the Fines and Recoveries Act for the counties of Lancaster and Chester.

INFORMATION WANTED.

HENRY EUSTACE.—Any person in possession of or knowing the whereabouts of the will of the late Henry Eustace, of Greenanstown, County Tipperary, who died at San Fruttuoso, near Genoa, on the 12th day of August last, is requested to communicate with Messrs. Sutton, Ommamney, & Rendall, solicitors, 3 and 4, Great Winchester-street, London, E.C.

GEORGE DERING, deceased.—Any person possessing a will or other testamentary document of George Dering, formerly of Barham-court, Canterbury, in the county of Kent, who died (it is believed at Paris) on or about the 19th of May, 1820, is requested to lodge the same at the Principal Registry of the Probate Division of High Court of Justice, or to communicate thereon with J. N. Mason & Co., solicitors, of 32, Gresham-street, London, E.C. Any person bringing in any such will or testamentary document, or giving such information as shall lead to the same being brought in, will be rewarded.

CHANGES IN PARTNERSHIPS, &c.

DISSOLUTION.

Sir GEORGE HENRY LEWIS, GEORGE JAMES GRAHAM LEWIS, HARRY REGINALD LEWIS, and REGINALD WARD EDWARD LANE POOLE, solicitors (Lewis & Lewis), Ely-place, Holborn, London, so far as regards the said Harry Reginald Lewis, who retires from the firm. Aug. 1.

[Gazette, Aug. 12.]

GENERAL.

The condition of Judge Parry, who was shot recently in the Manchester County Court, has improved.

Mr. Leach and Mr. Beal are the two Chancery Registrars on the rota for attendance during the Long Vacation, but it is stated that Mr. Church will act for the former gentleman during the first half of the vacation.

Viscount Esher, says the *St. James's Gazette*, attained his eighty-third year on Saturday, the 13th inst., having been born at Lenham, Kent, in 1815. Both he and Viscountess Esher are in the best of health, and have left town on a holiday trip.

A correspondent of the *Times* says that the Attorney-General has submitted to the Lord Chancellor the name of Mr. J. A. Rentoul, Q.C., M.P., for the position of Judge of the City of London Court, which Mr. Commissioner Kerr is expected shortly to resign.

At a meeting of Birmingham magistrates on Wednesday, says the *Times*, a warm discussion took place with reference to the payment of a deputy-stipendiary. A year or two ago the magistrates passed a resolution recommending the city council to pay £40 for a deputy-stipendiary to sit in the absence of the stipendiary on holiday. The council refused to do

this, and now the stipendiary has gone for his holiday without appointing anyone. The result is great delay to business, and master and servant cases cannot be dealt with at all until Mr. Colmore's return. The meeting passed a resolution reaffirming the decision previously arrived at, placing the responsibility for the present magisterial deadlock on the city council, and calling upon them to pay for a substitute for the stipendiary during his holiday.

Shortly after the commencement of the first sitting of the Vacation Court on Wednesday in Queen's Bench Court III., says the *Times*, Mr. Justice Phillimore said it seemed to him that, very reluctantly, he should have to sit in the Lord Chief Justice's Court next week. He said very reluctantly because he disliked that court very much, both on account of its size and because it contained alcoves and recesses in which it was difficult to keep order, but he was not prepared for the inconvenience he was afraid he was inflicting upon the bar. He did not know whether there would be so many learned counsel attending the next sitting of the court. Mr. Mulligan, Q.C., said he had been requested to ask his lordship, on behalf of the Junior Bar, to remove to the Lord Chief Justice's Court. Mr. Alexander, Q.C., said that in the Lord Chief Justice's Court a great strain was imposed upon the voice. He hoped his lordship would try another sitting in Queen's Bench Court III. Mr. Justice Phillimore said he would order both courts to be prepared, and in the event of there being as great a crush next week as at the present sitting he would sit in the Lord Chief Justice's Court.

The *London Gazette* of Tuesday last announces that the Queen has been pleased to issue a warrant declaring "with respect to all of the surviving children of the undernamed persons, all of whom either were formerly or are now Lords of Appeal in Ordinary, namely—Colin Blackburn, Lord Blackburn, deceased; Edward Strathearn Gordon, Lord Gordon of Drumearn, deceased; John David Fitzgerald, Lord Fitzgerald, deceased; William Watson, Lord Watson; Edward Macnaghten, Lord Macnaghten; Michael Morris, Lord Morris; James Hannen, Lord Hannen, deceased; Charles Syngé Christopher Bowen, Lord Bowen, deceased; Charles Russell, Lord Russell of Killowen (now Lord Chief Justice of England); and Horace Davey, Lord Davey; as also with respect to the children of any Lord of Appeal in Ordinary hereafter to be appointed and created a Lord of Parliament for life; that such children shall have and enjoy on all occasions the style and title enjoyed by the children of hereditary barons of these our realms, together with the rank and precedence next to and immediately after the younger children of all hereditary barons now created or hereafter to be created, and immediately before all baronets."

WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 12.

JOINT STOCK COMPANIES

LIMITED IN CHANCERY.

BRITISH COLUMBIA VENTURE SYNDICATE, LIMITED.—Creditors are required, on or before Sept. 24, to send their names and addresses, and the particulars of their debts or claims, to Ernest Edward Collins, Winchester House, Old Broad st. Milner & Bickford, Gt Tower st, solers for liquidator.

BETTFIELD COLLIERIES CO., LIMITED.—Creditors are required, on or before Sept. 19, to send their names and addresses, and the particulars of their debts or claims, to William Jackson, Bank chambers, Cook st, Liverpool. Oliver Jones & Co, Liverpool, solers for liquidator.

CONGRESSIONS DEVELOPMENT CO., LIMITED.—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Mr Ernest Edward Collins, Winchester House, Laurence Fountain hill. Voulas & Co, Eastcheap bldgs, solers for liquidator.

DERBYSHIRE CHEMICAL CO., LIMITED.—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to Frederic Lennard, 70, Gracechurch st.

FRANK GILES, LIMITED.—Creditors are required, on or before Sept. 12, to send their names and addresses, and the particulars of their debts or claims, to John Macdonald Henderson, 2, Moorgate st bldgs.

IMPROVED CYCLE SADDLE SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Sept. 28, to send their names and addresses, and the particulars of their debts or claims, to Mr Edgar William Pidgeon, 90 and 51, Queen st. Simmons, solers for liquidator.

NORTH OF IRELAND MINERAL CO., LIMITED.—Creditors are required, on or before Sept. 17, to send their names and addresses, and the particulars of their debts or claims, to Philip Gibbons Swanwick, 64, Cross st, Manchester. Doyle, Manchester, solers for liquidator.

OSBORN, HARGREAVE & CO., LIMITED.—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to William Fortescue, Flash st, Bolton. Bailey, Bolton, solers.

PAGE & CO. PRINTING AND PUBLISHING CO., LIMITED.—By an order made by Wright, J., dated Aug. 3, it was ordered that the voluntary winding up of the company be continued. Pettitt & Valentine, St Martin's lane, solers for petners.

REGINA GOLD MINING CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Sept. 19, to send their names and addresses, and the particulars of their debts or claims, to George Richard Statham, 358, Mansion House chambers.

THORNOLIFFE LAUNDRY CO., LIMITED.—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Greaves & Greaves, 5, Charles st, Bradford, solers for liquidators.

T. H. THORP, LIMITED.—Creditors are required, on or before Saturday, Sept. 10, to send their names and addresses, and the particulars of their debts or claims, to Henry Gaskell Blackburn, 3, East parade, Leeds Day, Leeds, solers for liquidator.

TUPHOLME, LIMITED.—Creditors are required, on or before Sept. 19, to send their names and addresses, and the particulars of their debts or claims, to Mortimer Lancaster, 10, Ironmonger lane.

FRIENDLY SOCIETIES DISSOLVED.

BALTIC MUTUAL INVESTMENT AND MONEY SOCIETY, Highgate Tavern, Moseley rd, Birmingham.

BENEFIT IMPROVED BIRMINGHAM BENEFIT SOCIETY, Earl Russell, Pancras rd Aug 3.

SPRING ROSE LODGE FRIENDLY SOCIETY, Heywood, Lancaster Aug 3.

London Gazette.—TUESDAY, AUG. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AND CONTINENTAL SYNDICATE, LIMITED.—Petn for winding up, presented Aug 9, directed to be heard on Oct 28 Edward Betteley, 25, Surrey st, Victoria embankment.

Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25

BROWNHILL GREAT SOUTHERN, LIMITED—Petition for winding up, presented Aug. 8, directed to be heard Oct. 26. Courtenay & Co., Gracechurch st, petar's solars. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Oct. 25

GUARICO GOLD MINING CO, LIMITED—Creditors are required, on or before Sept. 24, to send their names and addresses, with particulars of their debts or claims, to Tansley Witt, 40, Chancery lane, Dixon & Co, Lancaster pl, Strand, solars for the liquidator **JAMES & WAINWRIGHT BELLHOUSE, LIMITED** (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to Walter Bellhouse, Mynshall Mills, Charles st, Manchester. Bootle & Co, Manchester, solars to the liquidator

LEATHER SHOD WHEEL CO, LIMITED—Petition for winding up, presented Aug 10, directed to be heard before Phillimore, J., on Aug 24. Osborn & Osborn, Copthall avenue, solars for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 23

ST. JAMES'S RESIDENTIAL CHAMBERS CO, LIMITED—Creditors are required on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Mr Thomas Francis Woodhouse, 2, Ryder st, St James's. Wilde & Co, College hill, solars to liquidator

STRUCTURAL AND SANITARY INSURANCE SOCIETY, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. A. S. Everett, 14, Homefield rd, Wimbledon. Donaldson, Bedford row, solars to liquidator

UNLIMITED IN CHANCERY.

WHITGIFT STEAMSHIP CO—Creditors are required, on or before Sept 13, to send their names and addresses, and the particulars of their debts or claims, to Mr. W. E. Bunclark, 8 and 9, Great St Helens

FRIENDLY SOCIETY DISSOLVED.

GRAND UNITED ORDER OF ODDFELLOWS (BURY FIRST DISTRICT) JUVENILE SICK AND FUNERAL SOCIETY, 48, Edward st, Bury, Lancaster. Aug 8

THE PROPERTY MART.

RESULT OF PERIODICAL SALE No 625.

Messrs. H. E. FORSTER & CHANFIELD, at the Mart, E.C., on Thursday, August 18:
Lot 1.—Absolute Reversion to One-thirtieth of about £22,500. SOLD, £500.
Lot 2.—Absolute Reversion to One-fourth of valuable Freeholds producing £159 2s. 2d. per annum, and to One-half of about £2,984. POSTPONED.
Lot 3.—Absolute Reversion to One-sixth of Freehold and Leasehold Property producing £257 10s. per annum. SOLD, £330.
Lot 4.—A similar Reversion. SOLD, £235.
Lot 5.—An Annuity of £50 and Endowment Life Policy for £800. NOT SOLD.
Lot 6.—Life Policy for £1,000 in the United Kent; life 42. WITHDRAWN.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette—Friday, Aug 12.

ALLFREY, SIDNEY REGINALD, Kirkley, Suffolk Sept 8 Kersey, Ipswich
ANONS, MARGARET, Warrington Sept 30 Browde, Warrington
APPLEBY, Mrs GERTRUDE MARY, Streatham Sept 10 Layton & Webber, St Helen's pl
BARON, ROBERT, Poulton le Fylde, Lancs, Yeoman Aug 29 Clarke & Symes, Duncan st, Lillingdon
COOPER, MARY ANNE AUGUSTA, Worcester Sept 3 Coren & Son, Gloucester
COUPLAND, JESSIE ELIZABETH, Baywater, Dressmaker Sept 9 Venn & Woodcock, New Inn, Strand
CRITCHLEY, General CHARLES, Sunninghill park, Berks Sept 15 Dawson & Co, New sq, Lincoln's inn
CURSON, NATHANIEL CHARLES, Leicester Sept 5 Taylor & Co, Derby
DIXON, CATHERINE, Morpeth Sept Webb, Morpeth
DOVE, ALEXANDER JAMES, East Grinstead Sept 15 Bramall & Co, Leadenhall st
DOWNES, EDWARD, Keswick, Cumberland, Hatter Sept 20 Pearson, Victoria st
DYER, HENRY STEPHENS, Plymouth Oct 12 Wilson, Plymouth
FRANCE, WILLIAM CLIFFORD, Liverpool, African Trader Sept 16 Habnash Hunter, 28, Edmond st, Liverpool
GRACE, THOMASINE, Tywardreath, Co Cornwall Aug 31 Littleton-Geach, St Agnes, Scortier
GOULD, JOSHUA, St Peter's rd, Mile End Sept 15 Harris, Leadenhall st
GRATTAN, ALBERT O'DONNELL, York Sept 30 Ware & Sons, York

BANKRUPTCY NOTICES.

London Gazette.—Tuesday, Aug 9.

ADJUDICATION ANNULLED.

KRAHN, HERBERT, Broad st bldgs, Stock Dealer High Court Adjud. March 27, 1893 Annual Aug 6

London Gazette.—Friday, Aug. 12.

RECEIVING ORDERS.

ASTINE, GEORGE SAMUEL, Ilford, Essex, Fine Art Publisher High Court Pet Aug 10 Ord Aug 10
ATTWELL, ARTHUR JOHNSA, New Swindon, Fishmonger Swindon Pet Aug 8 Ord Aug 8
BELL, JOSEPH EDWARD, Wolverhampton, Hosier Wolverhampton Pet July 27 Ord Aug 9
BIDOW, MARION, Broad st bldgs, Company Promoter High Court Pet May 30 Ord Aug 9
BLACKBURN, JAMES FRISBY, Stockbridge, Draper Sheffield Pet Aug 9 Ord Aug 9
BRINHAM, WILLIAM HYDER, Brixham, Fisherman Plymouth Pet Aug 9 Ord Aug 9

BROADHURST, JOHN, Warrington, Wholesale Confectioner Warrington Pet Aug 10 Ord Aug 10
CALVERT, ALBERT FREDERICK, Louthbury, Mining Engineer High Court Pet June 4 Ord Aug 9
CORRETT, F M, Ashley gardens, Victoria st High Court Pet June 2 Ord Aug 9
COHEN, EDWARD, Birmingham, Boot Dealer Birmingham Pet July 20 Ord Aug 9
COOK, DIANA, Bridgewater, Grocer Bridgewater Pet Aug 10 Ord Aug 10
DOURICK, JOHN HAYS, St Austell, Cornwall, Builder Truro Pet Aug 10 Ord Aug 10
DYSON, ALFRED, Evesham, Worces, Boot Maker Worcester Pet Aug 8 Ord Aug 8
ELING, FREDERICK HARRY, Bradford, Confectioner Bradford Pet Aug 10 Ord Aug 10
EVANS, GEORGE, Newport, Corn Merchant Newport, Mon Pet Aug 9 Ord Aug 9
FISHER, GEORGE, Keynasham, Somerset, Butcher Bristol Pet Aug 8 Ord Aug 8
FOSTER, MAX SAMUEL, Leeds, Tailor Leeds Pet Aug 10 Ord Aug 10

HARSANT, WALTER, Auckland, New Zealand, Medical Practitioner Oct 12 Woolley, Gt Winchester st
HEY, BENJAMIN, Barkston, York Oct 1 Parker & Parker, Selby
HOPKINSON, THOMAS, Gt Horton, Bradford, Retired Engineer Sept 10 Farrar & Crowther, Bradford
HOWE, HENRY, Norwood Sept 24 Billinghurst & Co, Bucklebury
HULTON, FLORENCE, Birkdale Oct 12 Tyter & Co, Liverpool
JACKSON, CHARLES, Longney, Gloucester, Farmer Sept 8 Corten & Son, Gloucester
JAYNES, THOMAS EDWIN, Darlington, Solicitor Sept 10 Farron & Smith, Darlington
KETTER, FREDERICK, Canterbury Sept 6 Furley, Canterbury
LINGEMAN, ELIZABETH ADRIANA, Beckenham Sept 30 Tassell & Son, Faversham
LOYD, ANNE, Carthmyl, Montgomery Sept 30 Martin Woosnam, Newtown
MATTHEWS, WILLIAM, Nottingham, Furniture Dealer Sept 10 Bright, Nottingham
MURDOCH, CHARLES TOWNSHEND, Pall Mall East, Banker Sept 7 Hores & Co, Lincoln's inn fields
NORRIS, Rev HENRY ROBERT, M.A., Bishop Auckland Sept 12 Andrew Orrell, Manchester
PACKER, CHARLES ROSE, Hollington, St Hastings Oct 1 Stevens & Co, Norwich
PARAMORE, ELIZABETH PEART, Llandudno Aug 29 Pugh & Bone, Llandudno
PEARPOINT, ALFRED HENRY, Haverstock hill Oct 15 Lock, Craven st, Strand
PEEDER, RICHARD HENRY, Hitchin, Herts Sept 1 Passingham, Hitchin
PERKS, ROSA, Newton Solney, Derby Sept 21 Small & Talbot, Burton on Trent
POOLE, HENRY ROBERT, Beaumaris, Anglesey Sept 1 Roberts & Kershaw, Laton, Beds
RIDDELL, JOHN, Hebburn, Durham, Cashier Sept 21 Swinburne, Gateshead
ROBERTS, HENRY, Usbridge Sept 24 Gardiner & Son, Usbridge
ROBERTS, JAMES, Pettanzabuloe, Cornwall, Miner Aug 31 Littleton-Geach, St Agnes, Scortier
RUDMAN, JAMES, Clifton, Bristol, Oil Merchant Sept 30 Sibly, Bristol
SMITH, JAMES ANDREWS, Hammermith rd, Auctioneer Sept 29 Marshall & Co, Hammermith
TROWER, ERNEST, Mount st Sept 9 Leman & Co, Lincoln's inn fields
WARBURTON, JANE, Olney, York Aug 27 Oddie, Pateley Bridge
WHITATLEY, ROBERT, Bracebridge Asylum, Lines Sept 20 Storer Manchester

London Gazette.—Tuesday, Aug. 16.

ASHTON, WILLIAM, Dukinfield, Chester Sept 30 Buckley & Co, Stalybridge
BOULTREE, SUSANNAH, Gnosall, Stafford Sept 20 Morgan & Co, Stafford
BRAILSFOORD, JOHN ARMITAGE, Sheffield, Printer Sept 24 Parker & Brailsford, Sheffield
BROOKS, GEORGE WILLIAM, Oxford, Bursar's Clerk Sept 20 Galpin, Oxford
BUCKLEY, JAMES, Rumbworth, nr Bolton Sept 10 Fielding & Fernibough, Bolton
BUDDLE, CAROLINE, North Finchley Sept 14 Stevens & Drayton, Queen Victoria st
CHADWICK, MARTHA, Stalybridge Sept 12 Gordon, Dukinfield
DAVIES, Sir WILLIAM GEORGE, KCSE Sept 20 Sutton & Co, Gt Winchester st
ELLIDGE, GEORGE, Oxtou, Chester, Builder Sept 16 Lamb & Kyffin-Taylor, Birkenhead
GEE, WILLIAM, Gorton, Manchester, Musician Sept 20 Heywood & Co, Manchester
GELLERBRAND, EDMUND, Camden Town, Tobacco Merchant Sept 17 Goring Thomas & Co, Finsbury-pavement
HARD, FREDERICK JAMES, Hammermith, Solicitor Nov 30 Downe, New inn, Strand
HARRIS, JOSEPH, Worcester, Moulder Sept 23 Corbett, Worcester
HUDSON, MARIA, Paris Sept 30 Beattie, London wall
JERKINS, THOMAS, Bryncoelyn, nr Ruthin, Denbigh Sept 9 Parry & Co, Denbigh
LENA, ESTHER MORGAN, Woolahra, nr Sydney, New South Wales Sept 12 Blyth & Co, Gresham House
LYMATH, WILLIAM, Oxford, Blacksmith Oct 1 Mace, Chipping Norton
MAGGS, Mr CLEMENT, Sunderland Oct 7 Pearce, Bath
MATTOCK, ROBERT, Pitminster, Somerset Sept 29 Clarke & Lukin, Chard
NEWBERRY, BENJAMIN, Plymouth, Tea Merchant Oct 16 Wilson, Plymouth
PATCHETT, GEORGE, Halifax Sept 30 Longbotham & Sons, Halifax
PERCIVAL, CHARLES JOSEPH, Westgate on Sea Oct 24 East, Basinghall st
RAWLINGS, FREDERICK, Swanscombe, Northfleet Sept 21 Buchanan & Hurd, Basinghall st
RIENSON, ADOLPH, Wiesbaden, Germany Sept 15 Rehders & Higge, Mining in
SCARTH, WILLIAM THOMAS, Staindrop, Durham Aug 31 W & W J Watson, Barnard Castle
SIMMS, LEWIS, Leeds, Publican Aug 31 Milner, Leeds
WARREN, ELIZABETH, Fulborough, Sussex Sept 29 Marshall, Southsea
WHITE, CHARLOTTE, Liverpool Sept 13 Payne & Frodham, Liverpool
WHITE, JAMES, Liverpool, Clothier Sept 13 Payne & Frodham, Liverpool
WHITEHEAD, Rev CHARLES HENRY, Norden, nr Rochdale Sept 20 Ripley, Rochdale

FAYE, JOSEPH HENRY JAYE, Dalston, Surgeon High Court Pet Aug 9 Ord Aug 9
GEE, JOHN WOOD, Walsall, Glass Dealer Walsall Pet Aug 8 Ord Aug 8
GRAY, JOHN WILLIAM, Bristol, Tailor Bristol Pet Aug 8 Ord Aug 8
GREENBURY, CHARLES, Whitley, Painter Stockton on Tees Pet Aug 9 Ord Aug 9
HALMSHAW, GEORGE ALFRED, Doncaster, Bookseller Sheffield Pet Aug 10 Ord Aug 10
HARDY, WILLIAM JOSEPH, Cheltenham, Bookseller Cheltenham Pet Aug 8 Ord Aug 8
HARRISON, JOHN, Leeds, Leeds Pet July 16 Ord Aug 10
HEBELTIER, THOMAS, Earlsheaton, nr Dewsbury, Tinner Dewsbury Pet Aug 10 Ord Aug 10
HIND, THOMAS, Milford, Surrey, Cattle Dealer Guildford Pet July 9 Ord Aug 9
HOLMES, THOMAS, Folkestone, Boarding house Keeper Canterbury Pet July 27 Ord Aug 6
HOPKINSON, JAMES, Glodwick, Oldham, Shoemaker Oldham Pet Aug 8 Ord Aug 8
JEFFS, JAMES, Low Eskridge, nr Wighton, Farmer Carlisle Pet Aug 10 Ord Aug 10

ESKDALE, JAMES, Leeds, Boot Manufacturer Leeds
Pet May 13 Ord Aug 9
LAW, JOHN FREDERICK, Kingsland High Court Pet Aug
9 Ord Aug 9
LIFE, THOMAS KIRK, Coalville, Leicesters, Tailor Burton
on Trent Pet Aug 9 Ord Aug 9
MCCULLOUGH, DAVID, Lewisham, Furrier High Court
Pet Aug 9 Ord Aug 9
MCCINTOSH, JAMES, King's rd, Brownwood Park, Builder
High Court Pet July 11 Ord Aug 10
MCCLELLAN, J F, Leicester sq, Hyde Park High Court Pet
July 20 Ord Aug 10
PARKINGTON, TIMOTHY, Blackpool, Joiner Preston Pet
Aug 9 Ord Aug 9
PORTLOCK, JOHN HENRY, Hereford, Bootmaker Hereford
Pet Aug 9 Ord Aug 9
PRICE, HENRY, Bulth, Builder Newtown Pet Aug 10 Ord
Aug 10
ROBERTS, JORIAN KITTO, Metwaysey, Cornwall, Builder
Truro Pet Aug 10 Ord Aug 10
ROBSON, MARY JANE, West Hartlepool, Dressmaker Sun-
derland Pet Aug 9 Ord Aug 9
ROSS, ALFRED, Leeds Leeds Pet Aug 9 Ord Aug 9
SHEPARD, DAVID, Kilburn, Refreshment Contractor High
Court Pet July 22 Ord Aug 8
SHERRILL, EDWARD ISAAC, Edgworth, Metal Merchant
Birmingham Pet July 21 Ord Aug 9
SILVERSTEIN, FREDERICK JAMES, Watlingtonville, Hants,
Builder Portsmouth Pet Aug 8 Ord Aug 8
SLADE, JAMES, Torquay Exeter Pet Aug 9 Ord Aug 9
SULLIVAN, MATTHEW, jun, and GEORGE WASHINGTON
HUGHES, Bromley by Bow, Paperhangings Manufac-
turers High Court Pet Aug 9 Ord Aug 9
TAYLOR, WILLIAM, and JOHN ALBERT TAYLOR, Harrogate,
Yorks, Fancy Drapers York Pet Aug 8 Ord Aug 8
THOMAS, JOHN DAVID, Whitechurch, nr Bristol, School-
master Bristol Pet Aug 10 Ord Aug 10
VIVIAN, RICHARD, Smallbridge, nr Axminster, Shoemaker
Exeter Pet Aug 8 Ord Aug 8
WESTON, DAVID, Dudley, Grocer Dudley Pet Aug 9
Ord Aug 9
WOOD, HARRY, Wetherby, Yorks Leeds Pet Aug 10
Ord Aug 10
WOODCOCK, JOSEPH JACKMAN, Leeds, Insurance Agent
Leeds Pet Aug 6 Ord Aug 6
WRIGHT, ERNEST JAMES, Dudley, Bicycle Maker Dudley
Pet Aug 8 Ord Aug 8
WYKE, HERBERT, Bexley Heath, Undertaker Rochester
Pet Aug 9 Ord Aug 9

Amended notice substituted for that published in the
London Gazette of July 22:

BLACKMAN, ARTHUR, and EDWIN PHILIP SHARP, East-
bourne Builders Eastbourne Pet July 18 Ord
July 18

Amended notice substituted for that published in the
London Gazette of July 29:

THOMAS, LUKE FORD THOMAS, Eastbourne, Laundryman
Eastbourne Pet July 25 Ord July 25

FIRST MEETINGS.

ASTBURY, JOSEPH BARKER, Hendon, Farmer Aug 22 at 3
Off Rec, 95, Temple chambers, Temple av
BURNOW, PAUL, Milnthorpe, Westmorland, Joiner Aug
30 at 12 Grosvenor Hotel, Stramorgate, Kendal
CHAMBERS, THOMAS, Kendal, Picture Frame Maker Aug
30 at 11.30 Off Rec, 16, Cornwallis st, Bury
CLAU, JOHN, Durham, Builder Aug 19 at 2.30 Three
Tuns Hotel, Durham
CURNICK, HENRY ALBERT, Leatherhead, Surrey, Builder
Aug 22 at 11.30 Railway app, London Bridge
DAVIES, DAVID, Skewen, nr Neath, Publican Aug 19 at 12
Off Rec, 31, Alexandra rd, Swansea
DAVIS, MARY, Lampeter, Cardigans, Glass Dealer Aug
30 at 2 Off Rec, 15, Queen st, Carmarthen
DEAT, WILLIAM, Bury, Cabinet Maker Aug 19 at 3
Exchange Hotel, Nicholas st, Bury
DEXTER, JESSE, and WILLIAM LAIDLIE, Newcastle on Tyne,
Timber Merchants Aug 19 at 12.30 Off Rec, 30,
Mosley st, Newcastle on Tyne
DIBON, ALFRED, Evesham, Worcester, Bootmaker Aug
30 at 11.30 Off Rec, 45, Copenhagen st, Wor-
cester
EVANS, CHARLES, Swansea, Newagent Aug 19 at 12.30
Off Rec, 31, Alexandra rd, Swansea
FOX, ABRAHAM, Birstal, York, Innkeeper Aug 22 at 11
Off Rec, 31, Manor row, Bradford
FRAMPTON, ALBERT TOM, Branksome Park, nr Bourne-
mouth Aug 19 at 12 Grand Hotel, Bournemouth
FRYE, JOSEPH HENRY JAYE, Dalston, Surgeon Aug 19 at
12 Bankruptcy bldg, Carey st
GALLOP, WILLIAM ALBERT, Fole, Dorset, Builder Aug
19 at 3.30 Grand Hotel, Bournemouth
GIBSON, HARRY, Ipswich, Wholesale Grocer Aug 19 at
12.30 Great Eastern Hotel, Liverpool st, London
GILBERT, GEORGE, Old Compton st, Soho, Shoe Manufac-
turer Aug 19 at 1 Bankruptcy bldg, Carey st
GRESHWELL, FREDERICK, Southport, Confectioner Aug 23
at 12 Off Rec, 35, Victoria st, Liverpool
HARD, HENRY, Barnsley Aug 24 at 10.15 Off Rec,
Regent st, Barnsley
HARDING, ELIZABETH ANN, Merthyr Tydfil, Boot Maker
Aug 19 at 3 65, High st, Merthyr Tydfil
HASTINGS, FRANCIS THEOPHILUS HENRY, South Kensington
Aug 19 at 12 Bankruptcy bldg, Carey st
HAYES, WALTER PALMER, Whissendine, Rutlands, Builder
Aug 19 at 12.30 Off Rec, 1, Berridge st, Leicester
JAMES, WILLIAM AARON, Havorthill, Suffolk, Butcher Aug
19 at 11.30 Rose and Crown Hotel, Havorthill
JENK, ALBERT EDWARD, Gt Grimsby Aug 19 at 11 Off
Rec, 15, Osborne st, Gt Grimsby
JONES, WILLIAM, Llanelly, Baker Aug 20 at 11 Off Rec,
4, Queen st, Carmarthen
LAW, JOHN FREDERICK, Kingsland Aug 19 at 11 Bank-
ruptcy bldg, Carey st
LEAK, CHARLES, Carnarvon, Boot Dealer Aug 22 at 3
Crye chambers, Eastgate row, Chester

LEAKE, THOMAS SAYER VILE, Chatham, Baker Aug 22 at
11.30 115, High st, Rochester
LINE, WILLIAM WELLES, Bury, Boot Maker Aug 26 at
1.30 Exchange Hotel, Nicholas st, Bury
MARDEN, FRASCO ENNET, Batley, York, Innkeeper Aug
19 at 3 Off Rec, Bank chambers, Batley
MIDGLEY, TOM, Bury, Assistant Schoolmaster Aug 26
at 1 Exchange Hotel, Nicholas st, Bury
MILLS, JANE ANN, and ANNIE MILLS, Basingstoke, Hants,
Costumers Aug 22 at 3.30 Off Rec, 173, High st,
Southampton
MORGAN, DANIEL, Llandovery, Innkeeper Aug 20 at 12.30
Off Rec, 4, Queen st, Carmarthen
MULLINS, JOHN, Boscoboe, Builder Aug 19 at 2.30 Grand
Hotel, Bournemouth
NICHOLS, ROBERT WILLIAM, Kendal, Innkeeper Aug 20
at 11 Grosvenor Hotel, Stramorgate, Kendal
NIXON, ALLEN, Bawton in Furness, Blacksmith Aug 19
at 12 Off Rec, 16, Cornwallis st, Bury in Furness
PADDINGTON, WILLIAM HENRY, Boscoboe, Confectioner
Aug 19 at 1 Grand Hotel, Bournemouth
PANDYER, FREDERICK WILLIAM, Raddelthum Chackmore,
Bucks, Coal Dealer Aug 20 at 12 1, St Aldate's,
Oxford
PARKER, ALFRED, Stockton on Tees, Master Painter Aug
24 at 3 Off Rec, 8, Albert rd, Middleborough
PAUL, FREDERICK RICHARDS, Sydenham, Insurance In-
spector Aug 22 at 12 Bankruptcy bldg, Carey st
POBRIET, JOHN, Leeds, Pork Butcher Aug 22 at 11 Off
Rec, 23, Park row, Leeds
RAY, ERIC, Telegraph st, Solicitor Aug 19 at 12 Bank-
ruptcy bldg, Carey st
ROBERTSHAW, BENJAMIN, Bradford, Grocer Aug 19 at 11
Off Rec, 31, Manor row, Bradford
SANGER, EDWARD, Bournemouth, Baker Aug 19 at 3 Grand
Hotel, Bournemouth
SHARRS, GEORGE, New Barnet, Photographer Aug 22 at 12
Off Rec, 95, Temple chambers, Temple av
SLADE, JAMES, Torquay Sept 1 at 10.45 Off Rec, 13, Bed-
ford circus, Exeter
SWANBRICK, WILLIAM, Bury in Furness, Joiner Aug 19
at 11.30 Off Rec, 16, Cornwallis st, Bury in Furness
TAYLOR, WILLIAM, and JOHN ALBERT TAYLOR, Harrogate,
Yorks, Fancy Drapers Aug 22 at 12.15 Off Rec, 28,
Stonegate, York
TYSON, ROBERT, Bawton in Furness, Licensed Victualler
Aug 19 at 11 Off Rec, 16, Cornwallis st, Bury in
Furness
THOMAS, JOHN PARRY, Bangor Aug 22 at 11.30 Crypt
chmbs, Eastgate row, Chester
THORPE, THOMAS, Hulling Hill, Darby, Butcher Aug 19
at 2 Off Rec, Figtree lane Sheffield
TOWLER, JAMES, Upper Norwood, Builder Aug 22 at 12.30
24, Railway app, London Bridge
VIVIAN, RICHARD, Smallbridge, nr Axminster, Shoemaker
Exeter Pet Aug 11 Off Rec, 15, Bedford circus, Exeter
WALFORD, HARRY EDWARD, and WALTER ARCHIBALD,
Taylor, South Norwood, Beer and Spirit Dealers Aug
19 at 11.30 24, Railway app, London Bridge
WILSON, EMMAUEL FANWICK, Plessey, Northumberland,
Dairymen Aug 19 at 11.30 Off Rec, 30, Mosley st,
Newcastle on Tyne
WYKE, HERBERT, Bexley Heath, Kent, Undertaker
Aug 22 at 11 115, High street, Rochester

ADJUDICATIONS.

ATTWELL, ARTHUR JOSHUA, New Swindon, Fishmonger
Swindon Pet Aug 8 Ord Aug 8
BLACKBURN, JAMES FRISBY, Stockbridge, York, Draper
Sheffield Pet Aug 9 Ord Aug 9
BRINHAM, WILLIAM HYDEN, Brixham, Devon, Fisherman
Plymouth Pet Aug 9 Ord Aug 9
BROADBENT, JOHN, Warrington, Wholesale Confectioner
Watlington Pet Aug 10 Ord Aug 10
CHIMES, WILLIAM, Over Winsford, Cheshire, Commercial
Traveller Nantwich Pet Aug 4 Ord Aug 10
COOK, DIANA, Bridgwater, Grocer Bridgwater Pet Aug
10 Ord Aug 10
CURNICK, HENRY ALBERT, Leatherhead, Builder Croydon
Pet July 27 Ord Aug 8
DOUGLAS, JOHN HAYE, St Austell, Cornwall, Builder Truro
Pet Aug 10 Ord Aug 10
DYSON, ALFRED, Evesham, Worcester, Boot Maker Worcester
Pet Aug 8 Ord Aug 8
ELING, FREDERICK HARRY, Bradford, Confectioner Brad-
ford Pet Aug 10 Ord Aug 10
EVANS, GEORGE, Newport, Corn Merchant Newport, Mon
Pet Aug 9 Ord Aug 9
FISHER, GEORGE, Keynsham, Somerset, Butcher Bristol
Pet Aug 8 Ord Aug 8
FITZMAURICE, DOUGLAS COMMERCIAL MENZIES, Tollington
park High Court Pet April 18 Ord Aug 6
FORSTER, MAX SAMUEL, Leeds, Tailor Leeds Pet Aug 10
Ord Aug 10
FRYE, JOSEPH HENRY JAYE, Dalston, Surgeon High Court
Pet Aug 9 Ord Aug 9
GILBERT, GEORGE, Northampton, Shoe Manufacturer High
Court Pet July 15 Ord Aug 10
GILES, MAJOR GEORGE EDWARD, Jermyon at High Court
Pet April 1 Ord Aug 10
GRAY, JOHN WILLIAM, Bristol, Tailor Bristol Pet Aug 8
Ord Aug 8
GREENBURY, CHARLES, Whitby, Yorks, Painter Stockton
on Tees Pet Aug 9 Ord Aug 9
GREENWELL, FREDERICK, Southport, Confectioner Liverpool
Pet July 23 Ord Aug 8
HAINSWAY, GEORGE ALFRED, Doncaster, Bookseller
Sheffield Pet Aug 10 Ord Aug 10
HARDY, WILLIAM JOSEPH YORK, Cheltenham, Bookseller
Cheltenham Pet Aug 8 Ord Aug 8
HERRINGTON, THOMAS, Eastlestone, nr Dewsbury, Teamer
Dewsbury Pet Aug 10 Ord Aug 10
HOPKINSON, JAMES, Oldham, Shoemaker Oldham Pet
Aug 8 Ord Aug 8
JEFF, JAMES, Low Esbridge, nr Wigton, Farmer Carlisle
Pet Aug 10 Ord Aug 10
KLOE, HENRY GEORGE, Birmingham, Tailor Birmingham
Pet July 25 Ord July 25
LEAKE, THOMAS SAYER VILE, Chatham, Baker Rochester
Pet July 19 Ord Aug 8

LINE, THOMAS KIRK, Coalville, Leicesters, Tailor Burton
on Trent Pet Aug 9 Ord Aug 9
MEASON, JOHN HENRY, Quality st, Chancery in High
Court Pet June 25 Ord Aug 6
MULLINS, JOHN, Boscoboe, Builder Poles Pet June 30
Ord Aug 10
PADDINGTON, WILLIAM HENRY, Boscoboe, Confectioner
Poles Pet June 25 Ord Aug 10
PARR, JOHN EDWARD, Marton Moss, nr Blackpool, School-
master Preston Pet July 11 Ord Aug 10
PIKE, HENRY, Southwark pk rd, Bedstead Manufacturer
High Court Pet July 15 Ord Aug 6
PILKINGTON, TIMOTHY, Blackpool, Joiner Preston Pet
Pet Aug 9 Ord Aug 9
PORTLOCK, JOHN HENRY, Hereford, Bootmaker Hereford
Pet Aug 9 Ord Aug 9
PRICE, HENRY, Bulth, Builder Newtown Pet Aug 10
Ord Aug 10
ROBERTS, JORIAN KITTO, Metwaysey, Cornwall, Builder
Truro Pet Aug 10 Ord Aug 10
ROBSON, MARY JANE, West Hartlepool, Dressmaker Sun-
derland Pet Aug 9 Ord Aug 9
ROSS, ALFRED, Leeds Leeds Pet Aug 9 Ord Aug 9
RUTHERFORD, JOHN SCHAW, Old Jewry High Court Pet
July 12 Ord Aug 10
SILVERSTEIN, FREDERICK JAMES, Watlingtonville, Hants,
Builder Portsmouth Pet Aug 8 Ord Aug 8
SLADE, JAMES, Torquay Exeter Pet Aug 9 Ord Aug 9
TAYLOR, WILLIAM, and JOHN ALBERT TAYLOR, Harrogate,
Yorks, Fancy Drapers York Pet Aug 8 Ord Aug 8
VIVIAN, RICHARD, Smallbridge, nr Axminster, Shoemaker
Exeter Pet Aug 8 Ord Aug 8
WARR, WILLIAM, Southsea, Cab Proprietor Portsmouth
Pet Aug 2 Ord Aug 8
WESTON, DAVID, Dudley, Grocer Dudley Pet Aug 9
Ord Aug 9
WHITFIELD, JOHN, and RICHARD WHITFIELD, Bramley,
Leeds, Builders Leeds Pet July 5 Ord Aug 9
WILSON, JOHN, St Anne's on the Sea, Lanes Preston
Pet July 21 Ord Aug 10
WILLIAMSON, J, Hornsey rise High Court Pet June 10
Ord Aug 8
WINTERS, ROBERT GILROY, Willensgreen, Solicitor High
Court Pet June 10 Ord Aug 8
WOOD, HARRY, Wetherby, Yorks Leeds Pet Aug 10
Ord Aug 10
WOODCOCK, JOSEPH JACKMAN, Leeds, Insurance Agent
Leeds Pet Aug 6 Ord Aug 6
WRIGHT, ERNEST JAMES, Dudley, Bicycle Maker Dudley
Pet Aug 8 Ord Aug 8
WRIGHT, THOMAS HOLLISS, Streatham High Court Pet
April 22 Ord Aug 8
WYKE, HERBERT, Bexley Heath, Undertaker Rochester
Pet Aug 9 Ord Aug 9

Amended notice substituted for that published in the
London Gazette of July 29:

BLACKMAN, ARTHUR, and EDWIN PHILIP SHARP, Eastbourne,
Builders Eastbourne Pet July 18 Ord July 25

ADJUDICATION ANNULLLED.

WOOLLEY, THOMAS, Sheffield, Temperance Hotel Keeper
Sheffield Adjud Jan 31, 1898 Annual Aug 4

London Gazette.—TUESDAY, AUG. 16.

RECEIVING ORDERS.

ADDISON, WALTER, Ipswich, Seed Merchant Ipswich Pet
Aug 12 Ord Aug 12
BARFORD, GEORGE, GEORGE SIDNEY BARFORD, and HERBERT
GEORGE BARFORD, Luton, Beds, Straw Hat Manu-
facturers Luton Pet Aug 11 Ord Aug 11
BROOKS, HARRY, Southend on Sea, Bricklayer Chelmsford
Pet Aug 10 Ord Aug 10
BROOKFIELD, MARY, Netley Marsh, Hants, Grocer South-
ampton Pet Aug 11 Ord Aug 11
BROWN, SARAH ELLEN, Blackpool, Fancy Goods Dealer
Preston Pet Aug 8 Ord Aug 11
COOK, JAMES, Dewsbury, York, Herbalist Dewsbury Pet
Pet Aug 11 Ord Aug 11
DAVIES, EDWARD WILLIAM, Berriem, Montgomery, Butcher
Newtown Pet Aug 11 Ord Aug 11
DODDY, ROBERT, Handsworth, Cycle Maker Birmingham
Pet Aug 12 Ord Aug 12
ENGLING, DAVID, Newport, Mon, Confectioner Newport,
Mon Pet Aug 12 Ord Aug 12
FAIRCLOUGH, WILLIAM HENRY, Wigan, Oilcloth Dealer
Wigan Pet Aug 11 Ord Aug 11
FELDMAN, M, Duke st, Aldgate, Wine Merchant High
Court Pet July 13 Ord Aug 12
FORSTER, JAMES, GEORGE ARTHUR RAWSON, and JAMES
ROWE, Leicester, Boot Manufacturers Leicester Pet
Aug 6 Ord Aug 13
GALLOWAY, FREDERICK WILLIAM, Brighton, Fishmonger
Brighton Pet Aug 11 Ord Aug 11
GIBSON, WILLIAM, Tiverton, Devon, Builder Exeter
Pet July 29 Ord Aug 12
GRIFFITHS, JOHN, Canon Pyon, Hereford, Shoemaker
Hereford Pet Aug 13 Ord Aug 13
HENTON, F W, & Co, King William st, Strand, Elec'rical
Engineers High Court Pet July 14 Ord Aug 12
HOBSON, TOM ALFRED, Doncaster, Cycle Dealer Wakefield
Pet Aug 12 Ord Aug 12
ISBEN, ARTHUR FREDERICK, Kelvedon, Essex, Innkeeper
Colchester Pet Aug 12 Ord Aug 12
LEATMAN, LEVIA, Stanfield Hill, Watchmaker High
Court Pet Aug 12 Ord Aug 13
LETTIS, S ALLEN, Camberwell, Upholsterer High Court
Pet July 15 Ord Aug 10
MCGREGOR, ALEXANDER GRANT, Kingston upon Hull, Ship-
builder Kingston upon Hull Pet Aug 11 Ord Aug 11
MAYER, BENJAMIN, Canonbury, China Dealer High Court
Pet Aug 12 Ord Aug 11
MEERFIELD, ALBERT, Bawell, Notts Nottingham Pet
Aug 12 Ord Aug 12
PARKER, ALFRED, Bishopgate st Within, Housekeeper
High Court Pet Aug 12 Ord Aug 12
PLOW, ARTHUR, York, Painter York Pet Aug 11 Ord
Aug 11

ROURKE, CHARLES JOSEPH, Old Trafford, Lancs, Traveller Salford Pet Aug 10 Ord Aug 10
 SMITH, JOSEPH, Greenville st, Commercial Clerk High Court Pet Aug 11 Ord Aug 11
 SPENCER, RICHARD, Leigh, Lancs, Grocer Bolton Pet Aug 11 Ord Aug 11
 STOCKER, ALFRED HERBERT, Streatham, Insurance Agent High Court Pet Aug 12 Ord Aug 12
 STONE, CHARLES ROBERT, Cooper's row, Crutched Friars, Licensed Victualler High Court Pet Aug 12 Ord Aug 12
 SUMNER, WILLIAM THOMAS, Southwater, Horeham, Schoolmaster Brighton Pet Aug 12 Ord Aug 12
 TAYLOR, SHERIDAN, Forest Hill, Northumberland, Commercial Traveller Newcastle on Tyne Pet June 29 Ord Aug 12
 THOMSON, ROBERT, Birmingham, Coachbuilder Birmingham Pet Aug 13 Ord Aug 13
 TURNER, THOMAS, and PRECIVAL FREDERICK TURNER, Bingley, Yorks, Leather Tanners Bradford Pet Aug 13 Ord Aug 13
 WAKEFORD, ALFRED JOSEPH, Bradford Bradford Pet Aug 12 Ord Aug 12
 WAKELBY, JOSIAH, Cotesham, Wilts, Clothier Bath Pet Aug 12 Ord Aug 12
 WALTON, FRANK, and MARIAN WALTON, Walsall Walsall Pet Aug 11 Ord Aug 11
 WARD, THOMAS SWALE, Gt Grimsby, Draper Gt Grimsby Pet Aug 11 Ord Aug 11
 WARRICK, ALBERT, Crossgates, nr Leeds, Violin Manufacturer Leeds Pet Aug 12 Ord Aug 12
 WESTERN, JOHN ADAMS, Knaresborough, Yorks, Brush Manufacturer York Pet Aug 12 Ord Aug 12
 WHITE, SIDNEY, Cardiff Cardiff Pet Aug 12 Ord Aug 12
 WHITEHEAD, RICHARD JAMES, and JOHN COX, Birmingham, Camera Makers Birmingham Pet Aug 11 Ord Aug 11
 WIENER, UZSER, Commercial rd, General Draper High Court Pet Aug 12 Ord Aug 12
 WILSON, THOMAS, Leeds, Broker Leeds Pet Aug 11 Ord Aug 11
 WING & Co, Kingland, Commission Agents High Court Pet July 5 Ord Aug 11
 WOOLTON, JOHN, Ashby de la Zouch, Leicesters, Clerk Burton on Trent Pet Aug 12 Ord Aug 12
 YARWOOD, THOMAS, Northwich, Coal Merchant Nantwich Pet Aug 12 Ord Aug 12

Amended notice substituted for those published in the London Gazette of July 26:

VILLENEUVE, CHARLES FREDERICK HERMAN, Brooklyn Greenwich Pet July 20 Ord July 20

Amended notices substituted for those published in the London Gazette of August 9:

RUTHERFORD, JOHN SCHAW, Old Jewry High Court Pet July 12 Ord Aug 4
 CLARK, GEORGE EDWARD, Wolverhampton, Cycle Manufacturer Wolverhampton Pet July 25 Ord Aug 5

FIRST MEETINGS.

ASTIN, GEORGE SAMUEL, Ilford, Essex, Fine Art Publisher Aug 26 at 1 Bankruptcy bldgs, Carey st
 ATTWELL, ARTHUR JOSEPH, New Swindon, Fishmonger Aug 26 at 10.15 Off Rec, 46, Cricklade st, Swindon
 BARFORD, GEORGE, GEORGE SIDNEY BARFORD, and HERBERT GEORGE BARFORD, Luton, Straw Hat Manufacturers Aug 26 at 10.15 Chamber of Commerce bldgs, 53, George st, Luton
 BIDON, MARIUS, Broad st bldgs, Company Promoter Aug 24 at 11 Bankruptcy bldgs, Carey st
 BRIDHAM, WILLIAM HYDER, Brixham, Devons, Fisherman Aug 24 at 11 6, Athensum terr, Plymouth
 BROADBENT, JOHN, Warrington, Wholesale Confectioner Aug 23 at 2.30 Off Rec, Byron st, Manchester
 BROOKEFIELD, MARY, Bartley, Hants, Grocer Aug 24 at 3.30 Off Rec, 172, High st, Southampton
 CALVERT, ALBERT FREDERICK, Louth, Mining Engineer Aug 26 at 12 Bankruptcy bldgs, Carey st
 CHARD, WILLIAM, Yeovil, Butcher Aug 23 at 12.30 Off Rec, Endless st, Salisbury
 CHURCHES, WILLIAM, Over Winsford, Cheshire, Commercial Traveller Aug 30 at 10.30 Royal Hotel, Crewe
 COBBETT, F M, Ashley rd, Victoria st Aug 24 at 12 Bankruptcy bldgs, Carey st
 COOK, DIANA, Bridgwater, Grocer Aug 26 at 11 W H Tamlyn, High st, Bridgwater
 CONY, ARTHUR EDWARD, Sleaford, Lincs, Cabinet Maker Aug 23 at 12.15 Off Rec, 4 and 6, West st, Boston
 DAVIES, JOHN, Burslem, Shipmaker Aug 24 at 11 Off Rec, King st, Newcastle under Lyme
 DAVIES, THOMAS CEIN MAWR, Denbigh, Licensed Victualler Aug 23 at 3 Priority, Wrexham
 DOUGRICK, JOHN HAYS, St Austell, Cornwall, Builder Aug 25 at 12.30 Off Rec, Boscawen st, Truro
 ELING, FREDERICK HARRY, Bradford, Confectioner Aug 24 at 11 Off Rec, 31, Manor row, Bradford
 FAIRCLOUGH, WILLIAM HENRY, Wigan, Oilcloth Dealer Aug 26 at 10.30 16, Wood st, Bolton
 FISHER, GEORGE, Keynham, Somerset, Butcher Aug 31 at 11.30 Off Rec, Baldwin st, Bristol
 FRYER, FRANK, Cheltenham, Baker Aug 29 at 3.15 County Court bldgs, Cheltenham
 GITTINS, TIMOTHY HEWITT, Liverpool Aug 24 at 12 Off Rec, 35, Victoria st, Liverpool
 GRAY, JOHN WILLIAM, Bristol, Tailor Aug 31 at 12 Off Rec, Baldwin st, Bristol
 GREENBURY, CHARLES, Whitby, York, Painter Aug 24 at 3 Off Rec, 3, Albert rd, Middlesbrough
 GRIFFITHS, JOHN, Canon Pyon, Herefords, Shoemaker Aug 24 at 3 2, Off st, Hereford
 GRIFFITH, JOHN, Llanrwst, Denbighs Aug 25 at 2.30 Crypt chmbs, Esgate row, Chester
 HALI, JOHN, Kidderminster, General Milliner Aug 24 at 2 Lion Hotel, Kidderminster
 HANBY, WILLIAM JOSEPH YORKE, Cheltenham, Bookseller Aug 25 at 4 County court bldgs, Cheltenham
 HAWESWELL, WILLIAM, Leeds, Furniture Remover Aug 24 at 12 Off Rec, 23, Park row, Leeds

HENTON & Co, King William st, Strand, Electrical Engineers Aug 25 at 12 Bankruptcy bldgs, Carey st
 HIGGINS, HENRY WILLIAM, New Cross Aug 23 at 11.30 24, Railway app, London Bridge
 HOLMES, THOMAS, Folkestone, Boarding house keeper Sept 15 at 9 Off Rec, 73, Castle st, Canterbury
 HOWELL, ROGER, Neath Abbey, nr Neath, Tailor Aug 23 at 12 Off Rec, 31, Alexandra rd, Swansea
 JEFFES, JAMES, Low Ekrigg, nr Wighton, Farmer Aug 24 at 1 Off Rec, 24, Fisher st, Carlisle
 JOHNSON, WILLIAM, Elwick, Durham, Innkeeper Aug 23 at 3 Off Rec, 25, John st, Sunderland
 JONES, OWEN HENRY, Llandudno, Commission Agent Sept 1 at 12 Magistrate's Room, Bangor
 JORDAN, JAMES, Shebbear, Devons, Farmer Aug 25 at 11 Underhill's Railway Hotel, Exeter
 LETTS, S ALLEN, Camberwell, Upholsterer Aug 25 at 11 Bankruptcy bldgs, Carey st
 LINE, THOMAS KIRK, Coalville, Lincs, Tailor Aug 23 at 3 Midland Hotel, Station rd, Burton on Trent
 MCCUR, PATRICK THOMAS, Warrington, Builder Aug 23 at 3 Off Rec, Byron st, Manchester
 MCCULLOUGH, DAVID, Falcon sq, Furrer Aug 24 at 11 Bankruptcy bldgs, Carey st
 MACKINTOSH, JAMES WAUGH, King's rd, Brownswood Park, Builder Aug 24 at 12 Bankruptcy bldgs, Carey st
 MCNEILL, J F, Leinster sq, Hyde Park Aug 24 at 1 Bankruptcy bldgs, Carey st
 MATHER, BENJAMIN, Canonbury, China Dealer Aug 23 at 2.30 Bankruptcy bldgs, Carey st
 NIXON, JAMES, Lancroost, Cumberland, Farmer Aug 24 at 12.30 Off Rec, 34, Fisher st, Carlisle
 PLOW, ARTHUR, York, Painter Aug 25 at 12.15 Off Rec, 28, Stonegate, York
 PORTLOCK, JOHN HENRY, Hereford, Boot Maker Aug 24 at 2.30 2, Off st, Hereford
 ROBERTS, JOSEPH KIRK, Mervasey, Cornwall, Builder Aug 25 at 12 Off Rec, Boscawen st, Truro
 ROLFE, CHRISTIAN, East Dulwich Aug 26 at 11 Bank bldgs, Carey st
 SAMUELS, SAMUEL, Abertillery, Pawnbroker Aug 24 at 12 65, High st, Merthyr Tydfil
 SILVESTER, FREDERICK JAMES, Waterlooville, nr Cotesham, Hants, Builder Aug 23 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 SPENCER, RICHARD, Leigh, Lancs, Grocer Aug 25 at 3 16, Wood st, Bolton
 SULLIVAN, MATTHEW, jun, and GEORGE WASHINGTON HUGHES, Bromley by Bow, Paperhangings Manufacturers Aug 26 at 12 Bankruptcy bldgs, Carey st
 THOMAS, JOHN DAVID, Whitechurch, nr Bristol, Schoolmaster Aug 31 at 12.50 Off Rec, Baldwin st, Bristol
 VERDON, MARY ANN, Grange-down, Cardiff, Grocer Aug 25 at 11 Off Rec, 20, Queen st, Cardiff
 WALKDEN, CHARLES, Richmond, Solicitor's Clerk Aug 23 at 12.30 24, Railway app, London bldg
 WOODCOCK, JOSEPH JACKMAN, Leeds, Insurance Agent Aug 23 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ADAMS, HARRY, Birmingham, Metal Manufacturer Birmingham Pet July 15 Ord Aug 13
 ADDISON, WALTER, Ipswich, Seed Merchant Ipswich Pet Aug 12 Ord Aug 12
 BAKER, JOSEPH, Chester, Travelling Draper Chester Pet July 13 Ord Aug 12
 BARFORD, GEORGE, GEORGE SIDNEY BARFORD, and HERBERT GEORGE BARFORD, Luton, Beds, Straw Hat Manufacturers Luton Pet Aug 11 Ord Aug 11
 BELL, JOSEPH EDWARD, Wolverhampton, Hosier Wolverhampton Pet July 27 Ord Aug 11
 BOOTH, ARTHUR, Manchester, General Draper Manchester Pet June 30 Ord Aug 10
 BROOKS, HARRY, Southend on Sea, Bricklayer Chelmsford Pet Aug 10 Ord Aug 10
 BROOMFIELD, MARY, Bartley, Hants, Grocer Southampton Pet Aug 11 Ord Aug 11
 BROWN, SARAH ELLEN, Blackpool, Wool Dealer Preston Pet Aug 8 Ord Aug 11
 CLARK, GEORGE EDWARD, Wolverhampton, Cycle Manufacturer Wolverhampton Pet July 25 Ord Aug 12
 COOKE, JAMES, Dewsbury, Herbalist Dewsbury Pet Aug 11 Ord Aug 11
 DAVIES, EDWARD WILLIAM, Berriew, Montgomery, Butcher Newtown Pet Aug 11 Ord Aug 11
 DUTCH, FRANK, Worthing, Grocer Brighton Pet July 14 Ord Aug 11
 ENELING, DAVID, Newport, Mon, Confectioner Newport, Mon Pet Aug 12 Ord Aug 12
 FAIRCLOUGH, WILLIAM HENRY, Wigan, Oilcloth Dealer Wigan Pet Aug 11 Ord Aug 11
 FOSTER, JAMES, GEORGE ARTHUR RAWSON, and JAMES RAWSON, Leicesters, Boot Manufacturers Leicesters Pet Aug 6 Ord Aug 13
 GRIFFITHS, JOHN, Canon Pyon, Herefords, Shoemaker Hereford Pet Aug 13 Ord Aug 13
 HASTINGS, FRANCIS THEOPHILUS HENRY, South Kensington High Court Pet July 7 Ord Aug 12
 HAWKINS, MORRIS, Cardiff, Licensed Victualler Cardiff Pet June 29 Ord Aug 9
 HOBSON, TOM ALFRED, Doncaster, Cycle Dealer Wakefield Pet Aug 12 Ord Aug 12
 JACKSON, THOMAS ABDOLOH CARREW, Cannon st High Court Pet April 16 Ord Aug 12
 JOLLY, HAMILTON WILLIAM, Liverpool, Surgeon's Assistant Liverpool Pet June 25 Ord Aug 11
 KING, HENRY, Southsea, Fruiterer Portsmouth Pet Aug 3 Ord Aug 11
 LEAPMAN, LEWIS, Dursley rd, Stamford Hill, Watchmaker High Court Pet Aug 12 Ord Aug 13
 MCGREGOR, ALEXANDER GRANT, Kingston upon Hull, Ship-builder Kingston upon Hull Pet Aug 11 Ord Aug 11
 MACKINTOSH, JAMES WAUGH, Brownswood Park, Builder High Court Pet July 11 Ord Aug 12
 MACINTOSH, ROBERT HOWELLS, Southampton York Pet July 20 Ord Aug 13
 MATHER, BENJAMIN, Canonbury, Glass Dealer High Court Pet Aug 11 Ord Aug 11
 MERRIFIELD, ALBERT, Burslem, Nottingham Nottingham Pet Aug 12 Ord Aug 12

MUIR, THOMAS, Trowbridge, Wilts, Draper Bath Pet July 25 Ord Aug 11
 PARKER, ALFRED, Bishopsgate st Within, Housekeeper High Court Pet Aug 12 Ord Aug 12
 PLOW, ARTHUR, York, Painter York Pet Aug 11 Ord Aug 11
 ROURKE, CHARLES JOSEPH, Old Trafford, Lancs, Traveller Salford Pet Aug 10 Ord Aug 10
 SHAW-SAFE, T, Charles st High Court Pet May 6 Ord June 23
 SHEARD, RICHARD ARTHUR, and HERBERT EMIL SHEARD, Liversedge, York, Warp Manufacturers Dewsbury Pet June 23 Ord Aug 8
 SMITH, JOSEPH, Greenville st, Commercial Clerk High Court Pet Aug 11 Ord Aug 11
 SPENCER, RICHARD, Leigh, Lancs, Grocer Bolton Pet Aug 11 Ord Aug 11
 STOCKER, ALFRED HERBERT, Streatham, Insurance Agent High Court Pet Aug 12 Ord Aug 12
 STREET, WILLIAM PADDIE, Vaud, Switzerland, Mechanical Engineer High Court Pet May 17 Ord Aug 11
 SUMNER, WILLIAM THOMAS, Horeham, Sussex, Schoolmaster Brighton Pet Aug 12 Ord Aug 12
 SZKE, JOSEPH THEODOR, Chabory la High Court Pet June 27 Ord Aug 13
 TAYLOR, FREDERICK, EARNEST TAYLOR, and JOHN TAYLOR, Liversedge, Boot Manufacturers Leicesters Pet July 19 Ord Aug 10
 TURNER, THOMAS, and PRECIVAL FREDERICK TURNER, Bingley, Yorks, Leather Tanners Bradford Pet Aug 11 Ord Aug 11
 WAKEFORD, ALFRED JOSEPH, Bradford Bradford Pet Aug 12 Ord Aug 12
 WALKDEN, CHARLES, Richmond, Surrey, Solicitor's Clerk Wandsworth Pet July 5 Ord Aug 12
 WARD, THOMAS SWALE, Gt Grimsby, Draper Gt Grimsby Pet Aug 11 Ord Aug 11
 WARRICK, ALBERT, Crossgates, nr Leeds, Violin Manufacturer Leeds Pet Aug 12 Ord Aug 12
 WESTERN, JOHN ADAMS, Knaresborough, Yorks, Brush Manufacturer York Pet Aug 12 Ord Aug 12
 WIENER, UZSER, Commercial rd, General Draper High Court Pet Aug 12 Ord Aug 12
 WILSON, THOMAS, Berwick, Cabinet Maker Newcastle on Tyne Pet July 19 Ord Aug 8
 WILSON, THOMAS, Leeds, Broker Leeds Pet Aug 11 Ord Aug 11
 WOOLTON, JOHN, Ashby de la Zouch, Leicesters, Auctioneer's Clerk Burton on Trent Pet Aug 12 Ord Aug 12
 YARWOOD, THOMAS, Northwich, Coal Merchant Nantwich Pet Aug 12 Ord Aug 12
 Amended notice substituted for that published in the London Gazette of July 26:
 VILLENEUVE, CHARLES FREDERICK HERMAN, Lewisham Greenwich Pet July 20 Ord July 26

SPECIAL HOME READINGS.

SERIES II.—THE DIETARY OF WELL-REGULATED FAMILIES.

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Tired men, whether suffering from physical or mental fatigue delicate women, growing girls, and little children find this unique beverage of inestimable benefit. The nauseous drugs and disagreeable medicines associated with ill-health are, in Dr. Tibbles' Vi-Cocoa, replaced by something which is pleasant and nice, with a distinct flavouring of its own which will appeal to the fastidious and over-nice palate of the invalid, and its soothing effect renders it an ideal "Pick-me-up."

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Dr. Tibbles' Vi-Cocoa can be obtained from all Chemists, Grocers, and Stores, or from 60, 61, and 62, Bunhill-row, London, E.C.

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